



CITY OF HAMPTON  
MAYOR AND CITY COUNCIL  
REGULAR SESSION  
APRIL 9, 2019 – 6:30 p.m.

AGENDA

1. Opening Ceremonies.
  - 1a. Call to Order.
  - 1b. Invocation.  
Pastor Chris Harris – Liberty Hill Baptist Church
  - 1c. Pledge of allegiance to the flag.  
Eagle Scouts – from Liberty Hill Baptist Church
2. Presentation and Approval Of City Council Minutes.
  - 2a. Regular Session Meeting held March 12, 2019.
  - 2b. Special Called Meeting held March 22, 2019.
3. Public Comments – Not to exceed 30 minutes  
Dexter Cladd – Peddlers & Solicitors
4. Old Business.
  - 4a. Update from Dan White with IMS regarding street and road evaluation report.
  - 4b. Updates and Recommendations on Amendments to the City Code of Ordinances for the following items:
    - Tree ordinance (to allow for flexibility in the number of trees required)
    - Sign ordinance (for campaign season)  
**RECOMMENDATION FROM COMMITTEE- Mayor Pro Tem Errol Mitchell**
    - Zoning District (to add a district similar to the old planned development district)  
**STILL IN COMMITTEE - Mayor Pro Tem Errol Mitchell**
    - Subdivision (to redefine subdivision to exclude a division that results into ONLY two lots)
    - Setback/yard as related to porches and stoops (to clarify that porches and stoops must comply with setback requirements)
    - Timber harvesting requirements (to comply with the state law)

**NOTE: Items were sent to the Henry County Planning and Zoning Department on April 2, 2019**

- 4c. Consideration and Action on approval of Ordinance 475 (1<sup>st</sup> reading) amending Division II Article VII Peddlers and Solicitors.

**RECOMMENDATION FROM COMMITTEE- Mayor Pro Tem Errol Mitchell**

- 4d. Consideration and Action on approval of Resolution 2019-08 adopting Travel Policy for City Council. **City Attorney L’Erin Wiggins.**

- 4e. Consideration and Action on Rental Fee Structure for use of City owned facilities and properties. **Economic Development Director James Bumpus.**

5. New Business.

- 5a. Consideration and Action on a Special Event request from Glenn Golden at Jailhouse Brewing Company to host 5K Race.

- 5b. Consideration and Action on solicitation of RFP for Depot roof repair –  
**Community Development Director Franck Houenou.**

- 5c. Update on Solid Waste Collection, Transportation and Disposal renewal agreement with Waste Industries.  
**Interim City Manager Melissa Brooks.**

- 5d. Consideration and Action on Memorandum of Understanding and Special Event Request from Hampton Veterans Memorial Marker Volunteers. Markers will be placed along Main Street and on City Hall lawn in observance of Memorial Day and Veteran’s Day.  
**Economic Development Director James Bumpus.**

- 5e. Consideration and Action on Memorandum of Understanding and Special Event Request from Chiquita Hudson (Hampton Day). Event will be held at 16 Tom Eason Drive on May 26, 2019 from 7a to 10 p. **Economic Development Director James Bumpus.**

- 5f. Consideration and Action on Memorandum of Understanding and Special Event Request to approve Taste of Hampton Music & Jazz Festival MOU Main Street and Vic Morton. Event will be held May 4, 2019 from 12:00 noon to 10:00 p.m. at the Depot.  
**Economic Development Director James Bumpus.**

- 5g. Consideration and Action on Memorandum of Understanding and Special Event Request to approve MOU between the City of Hampton and the Hispanic Mothers Group at First Baptist Church in Hampton. Event will be held Saturday, May 25<sup>th</sup> in McBrayer Park.  
**Economic Development Director James Bumpus.**

- 5h. Action on Ethics Committees’ recommendation regarding the Ethics Complaint filed by citizens of the City of Hampton against Councilmember Elton Brown. **Ethics Attorney Ramos.**

6. Positive Happenings in our Community.  
**Mayor and City Councilmembers**

7. Executive Session

For the purpose of discussing personnel, possible litigation and real estate.

Action on executive session item (s)

9. Adjournment.



CITY OF HAMPTON  
MAYOR AND CITY COUNCIL  
REGULAR SESSION  
MARCH 12, 2019

**MINUTES**

Present: Mayor Pro Tem Errol Mitchell; Councilmembers: Stephanie Bodie, Elton Brown, Henry Byrd, Ann Tarpley and Willie Turner.

Staff: Interim City Manager Melissa Brooks, City Attorney L'Erin Wiggins, Director of Human Resources Cris Randall, Director of Economic Development James Bumpus, Director of Finance Millie Shah, Director of Community Development Frank Houenou and Sargent Cooley.

Student Interns: Hunter Harper and Ivan Olvera.

Absent: Mayor Steve Hutchison.

Mayor Pro Tem Errol Mitchell called the March 12, 2019 Regular Session Meeting to Order at 6:30 p.m.

1. Opening Ceremonies.

A. Invocation was given by Economic Development Director James Bumpus.

B. Pledge of allegiance to the flag.

Cub Scout Pack 60 & presentation of plaque.

Mayor Pro Tem Mitchell presented a plaque to Cub Scout Pack 60.

Mayor Pro Tem Mitchell announced that Mayor Steve Hutchison was not present tonight because of a family emergency.

2. Presentation and Approval of City Council Minutes.

2a. Regular Session Meeting minutes of February 12, 2019.

**ACTION:** Councilmember Tarpley motioned to approve Regular Session meeting minutes of February 12, 2019, seconded by Councilmember Byrd.

**Motion Passed (6-0)**

2b. Special Called Meeting minutes of February 25, 2019.

**ACTION:** Councilmember Byrd motioned to approve Special Called meeting minutes of February 25, 2019, seconded by Councilmember Byrd.

**Motion Passed (6-0)**

3. Amendments to the Agenda.

Mayor Pro Tem Mitchell requested to move item 6b to 5a of the agenda – “Action on Ethics Committee’s recommendation regarding the Ethics Complaint filed by Councilmember Brown against Councilmember Bodie” and to add “Approval of Travel Policy” to the agenda.

ACTION: Councilmember Tarpley motioned to amend the February 12, 2019 Regular Session Agenda, to move agenda item 6b up to 5a of the agenda and to add “Approval of Travel Policy to the agenda, seconded by Councilmember Brown.

**Motion Passed (6-0)**

8. Public Comments

Ms. Dawn Greer came forward to discuss fee structures for rental of city facilities and properties.

Michael Rockhart came forward to discuss West King Road and to request that the sidewalk project continue to move forward in the Cobblestone Subdivision.

He stated that he would like to see the small area adjacent to the play ground to be setback enough to allow parking. Would like to create an environment that safe for the children.

Bill Dodgen came forward to inquire about the meeting notice being displayed at Fears Mill reference a “City of Hampton Community Meeting”. He also stated that he voted for SPLOST but will not vote for SPLOST again because the county is planning to build a recreation center at Nash Farms that was supposed to be built at Coley Park. Hampton would be a more central location for the recreation center.

Esama Oliver came forward to request that items 6e and 6k be explained in detail.

Alford Williams came forward to comment on sidewalks at South Hampton Subdivision. He stated that the teenagers that live in the subdivision do not have anything to keep them occupied and they’re getting into trouble as they walk from South Hampton to town. We need some type of recreational facility for the teens.

Lou Ann Pyle came forward to speak about the City Council being transparent. She referenced the \$100,000.00 transfer and she spoke about the 4 to 2 votes by the City Council. Stated that the Governing Body should be more cooperative in decision making.

9. Consideration and action on adoption of Ordinance #474 (2<sup>nd</sup> Reading) re: time frame for the committee to hear an ethics complaint from 30 days to 60 days.

City Attorney Wiggins stated that this ordinance would allow the Ethics Committee more time to consider complaints that are filed.

93 **ACTION:** Councilmember Tarpley motioned to approve Ordinance #474 re: time frame for  
94 the committee to hear an ethics complaint from 30 days to 60 days, seconded by  
95 Councilmember Brown.

96 **Motion Passed (6-0)**  
97

- 98 10. Action on Ethics Committee's recommendation regarding the Ethics Complaint filed by  
99 Councilmember Brown against Councilmember Bodie.

100  
101 City Attorney Wiggins explained that it would be a conflict of interest for her to represent a  
102 member of Council during an ethics hearing; therefore, the Ethics Committee has their own  
103 attorney. The Ethics Committee's Attorney Ramos is here tonight to render the Ethics  
104 Committee's recommendation to City Council regarding the complaint filed by  
105 Councilmember Brown against Councilmember Bodie.

106  
107 Attorney Wiggins stated that the Ethics Ordinance is silent as to whether or not the person  
108 complained about and the person making the complaint is able to vote.  
109

110 Attorney Wiggins stated that she recommends that both parties stay in the chambers and if  
111 Councilmember Bodie (who the complaint was filed against – does not vote then  
112 Councilmember Brown will not vote).  
113

114 Attorney Ramos came forward and stated that on November 27, 2018, Councilmember  
115 Brown filed a complaint against Councilmember Bodie stating that she was in violation of  
116 Code of Ethics Article VII, Sec. 2-292, Sec. 2-297 and Sec. 2-304.  
117

118 After hearing the evidence and statements from both sides, the Committee did not identify  
119 that any violation occurred of Article VII Section 2-292 and in fact Respondent acted as any  
120 council member would act when made aware of public information that maybe concerning.  
121 In fact, the evidence and statement presented did not show that Respondent had ill intent.  
122

123 It was recommended that when sharing information that's already public record, that  
124 Respondent consider sharing information with all members of the City Council.  
125

126 Attorney Ramos apologized for not taking the vote on the record in public session of the  
127 Ethics Committee's executive session meeting – it was a unanimous vote by all that were  
128 present: Chairman Bud Smith, Alford Williams, Desmond McClain, Keith Strickland and  
129 Myron McIntyre. Motion Passed 5-0  
130

131 Attorney Wiggins stated that since there are no disciplinary actions to be taken then there's  
132 no action required from City Council.  
133

- 134 11. Consideration and action on adoption of Ordinance #476 authorizing a Budget Amendment  
135 to transfer \$100,000.00 from the Capital Improvements line item of the City's General Fund  
136 to the Downtown Development Authority.

**ACTION:** Councilmember Tarpley motioned to transfer \$100,000.00 from the Capital Improvements line item of the City's General Fund to the Downtown Development Authority, seconded by Councilmember Brown.

**Motion Passed 4 – 2 (Councilmember Bodie and Byrd opposed)**

12. Consideration and action on Memorandum of Understanding (MOU) between City of Hampton and Downtown Development Authority (DDA) for real estate purposes.

Attorney Wiggins stated the MOU will establish an understanding for how funds should be used – if use of funds is not in accordance with the MOU – the City should get its money back.

**ACTION:** Councilmember Tarpley motioned to approve the MOU between the City of Hampton and Downtown Development Authority (DDA) for real estate purposes, seconded by Councilmember Brown.

**Motion Passed 4 – 2 (Councilmember Bodie and Byrd opposed)**

Discussion: Councilmember Byrd inquired about the blanks in the MOU. Several places where Dollar amounts have been left blank. Interim City Manager stated that she would ensure that all blanks are filled – First blank would be for the date and the amount would be \$200,000.00.

Councilmember Byrd stated that the City will need to make sure that the funds are used according to the MOU.

13. Consideration and Approval of Memorandum of Understanding between City of Hampton and the Business & Merchants Association for the 12<sup>th</sup> Annual Yellow Pollen Festival to be held on March 16, 2019.

**ACTION:** Councilmember Tarpley motioned to approve the MOU between the City of Hampton and the Business & Merchants Association for the 12<sup>th</sup> Annual Yellow Pollen Festival to be held on March 16, 2019, seconded by Councilmember Bodie.

**Motion Passed 6-0**

14. Consideration and Action on a request from Glenn Golden dba Jailhouse Brewing Company to host "Motorama Cruise-In" on April 26, 2019 from 5:00 p.m. until 10:00 p.m. at 8 Cherry Street.

**ACTION:** Councilmember Byrd motioned to approve a request from Glenn Golden to host "Motorama Cruise-In" on April 26, 2019 from 5:00 p.m. until 10:00 p.m. at 8 Cherry Street, seconded by Councilmember Tarpley.

**Motion Passed 6-0**

15. Consideration and Approval of Human Resources Director's job description.

**ACTION:** Councilmember Tarpley motioned to approve the Human Resources Director's job description, seconded by Councilmember Brown.

**Motion Passed 6-0**

16. Consideration and Action on Resolution 2019-05 regarding surplus 2009 Ford Crown Vic (Unit #28).

Chief Austin stated that the vehicle would be donated to Warm Springs Police Department.

**ACTION:** Councilmember Tarpley motioned to approve Resolution 2019-05 regarding surplus 2009 Ford Crown Vic (Unit #28), seconded by Councilmember Brown.

**Motion Passed 6-0**

17. Consideration and Action on Resolution 2019-06 in opposition to HB-302 and SB-172 which would prohibit the City of Hampton and other local governments from regulating building design elements of single or double family dwellings in our communities.

Attorney Wiggins explained that if the HB or SB passed, it prohibits the City from regulating architectural standards in housing.

**ACTION:** Councilmember Tarpley motioned to approve Resolution 2019-06 in opposition to HB-302 and SB-172 which would prohibit the City of Hampton and other local governments from regulating building design elements of single or double family dwellings in our communities, seconded by Councilmember Brown.

**Motion Passed 6-0**

18. Consideration and Action on Resolution 2019-07 adopting the Multi-Jurisdictional Hazard Mitigation Plan for compliance with the programmatic requirements of the Federal Hazard Mitigation Planning Standards.

**ACTION:** Councilmember Tarpley motioned to approve Resolution 2019-07 adopting the Multi-Jurisdictional Hazard Mitigation Plan for compliance with the programmatic requirements of the Federal Hazard Mitigation Planning Standards, seconded by Councilmember Brown.

**Motion Passed 6-0**

19. Consideration and Action on solicitation of RFP for connecting sidewalks project in South Hampton and Cobblestone Subdivisions.

Councilmember Byrd stated that the Committee performed an analysis of the sidewalks in the Cobblestone and South Hampton Subdivision in January 2019. Some lots were not buildable, so the developer left the lot vacant. When the developer completed the project and moved on – there were lot without sidewalks. The Committee determined where the sidewalks needs to be connected:



Pebble Rock Road – 400' @ Community Park (front)  
Watercourse Way – 50' @Community Park (rear)  
Madisyn Dr. – 303' (2 lots)  
Kyndal Dr. – 200' (1 corner lot)  
Pebble Rock Rd. 200' @ Creek Crossing  
Pebble Ridge – 266' @ lift station (Both sides of the road)  
Total Linear Feet = 1,419  
Total Estimate of \$32,637

Councilmember Byrd stated in reference to Mr. Rockholt's suggestion of the City adding parking for the Community Park. It would require moving the sidewalks back, which would place sidewalks on private property.

Attorney Wiggins stated that essentially the City would have to pay the property owner just compensation for the portion of land that the City would be taking to use for public purpose.

Councilmember Byrd stated that if parking goes in it would push the sidewalk behind the parking area, which would push the sidewalk off 20' onto private property. If the property owner is considering placing parking – it would not be beneficial for the City to complete the sidewalk because it would simply be torn out later for the purpose of creating parking.

Mr. Rockholt stated that as a member of the HOA, they have reached out to the City to deed the Property in question to the City.

City Attorney Wiggins stated that would solve the problem if the HOA deeded the property to the City.

Councilmember Tarpley asked Community Development Director Franck Houenou - who determines if a lot is "unbuildable".

Community Development Director Franck Houenou stated that when a developer determines that a lot does not meet the flood plain requirements etc. or other requirements - then the developer might deem that the lot as "unbuildable".

A brief conversation took place regarding a policy for determining if a lot is unbuildable.

Councilmember Tarpley expressed concerns about the City allowing developers to leave a development without completing sidewalks for the entire development.

Franck Houenou Community Development Director stated that the final plat is supposed to depict flood plains, detention ponds, and easements- it should show lots that will need more work to make the lots buildable. The City should use the final plat as a starting point. Developers should not be allowed to build without an approved final plat.

Councilmember Brown asked if the City could implement a policy stating that before a developer leaves – all sidewalks must be completed within the subdivision.

Attorney Wiggins stated that would be a zoning requirement – not a policy.  
It was determined that the City would secure plans from the subdivision before building  
sidewalks in the potential parking area.

**ACTION:** Councilmember Byrd motioned to move forward with solicitation of an RFP for  
sidewalks project and to have the Committee meet with HOA of Cobblestone and  
South Hampton community for the scope, seconded by Councilmember Tarpley.

**Motion Passed 6-0**

20. Consideration and Action on solicitation of RFP for sidewalks project starting from Highway  
20 to Cobblestone Subdivision off West King Road.

**ACTION:** Councilmember Byrd motioned to move forward with solicitation of an RFP for  
sidewalk project of Cobblestone and South Hampton community. It was decided to  
have the two sidewalk projects together for the scope, seconded by Councilmember  
Tarpley.

**Motion Passed 6-0**

21. Discussion regarding utilization, volunteer staffing, and improving the upkeep of the rose  
garden at the Catherine Williams Community Center.

Attorney Wiggins stated that if the City decides to have volunteers for the upkeep of the rose  
garden or for staffing – waivers should be signed.

**This item was sent to Committee for additional research.**

22. Discussion on proposed fee structure for use of City facilities and properties

**This item was sent to Committee for additional research.**

23. Consideration of an engagement letter between the City of Hampton and Smith, Welch,  
Webb & White, LLC Attorneys at Law for Service Delivery Strategy.

**This item was deferred for additional information.**

24. Adjournment at 8:38 p.m.

CITY OF HAMPTON

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STEVE HUTCHISON, Mayor

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MELISSA BROOKS, City Clerk

**CITY OF HAMPTON  
MAYOR AND CITY COUNCIL  
SPECIAL CALLED MEETING  
March 22, 2019  
1:00 p.m.**

**MINUTES**

**Present:** Mayor Steve Hutchison; Councilmembers: Stephanie Bodie, Henry Byrd Ann Tarpley, and Willie Turner.

**Staff:** City Clerk Melissa Brooks, City Attorney L'Erin Wiggins.

**Absent:** Mayor Pro Tem Errol Mitchell and Councilmember Elton Brown.

Mayor Hutchison called the meeting to order at 1:00 p.m.

**1. Consideration and Actions regarding SDS negotiations.**

City Attorney Wiggins stated that she has gotten an update from Smith, Welch, Webb and White (SWWW) firm regarding providing legal representation for SDS negotiations.

Attorney Wiggins stated that the \$300.00 per hour quote from SWWW firm would be split amongst the three cities: Hampton, Locust Grove, and McDonough – based on the 2017 population.

Attorney Wiggins stated that she is prepared to present her firm's fee structure for the Council's review and consideration. (She passed out the fee structure to members of the Governing Body)

**ACTION:** Councilmember Tarpley motioned to enter executive session for the purpose of discussing personnel, possible litigation and real estate, seconded by Councilmember Turner.  
**Motion Passed (4-0)**

The Governing Body entered executive session at 1:03 p.m.

**MAYOR PRO-TEM ERROL MITCHELL ENTERED EXECUTIVE  
SESSION AT 1:06 p.m.**

**ACTION:** Councilmember Tarpley motioned to reconvene the Special Called Meeting, (citing the only things discussed) Personnel and Litigation was discussed, seconded by Councilmember Turner.  
**Motion Passed (5-0)**

**ACTION:** Councilmember Tarpley motioned to retain the City Attorney L'Erin Wiggins to represent the City of Hampton in the SDS negotiations in accordance with the agreement that was provided to the Mayor and City Council, seconded by Councilmember Turner.  
**Motion Passed (5-0)**

**ACTION:** Councilmember Tarpley motioned to have the City Attorney L’Erin Wiggins to investigate the invoice in the amount of \$24,000 from IMS. The investigation will be based on Code Section 2.15 of the City Charter, seconded by Councilmember Turner.  
**Motion Passed (5-0)**

There being no further business. Meeting adjourned at 2:06 p.m.

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Steve Hutchison, Mayor

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Melissa Brooks, City Clerk

## City of Hampton - Council Agenda Item

**Subject:** Update from Dan White with IMS regarding streets and roads evaluation report.

Date: 4/3/19

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 4/9/2019

### **Purpose**

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** this was before Mayor and City Council June 12, 2018 and was approved for Infrastructure Management Services (IMS) to provide an analysis of streets and roads.

**History:**

**Facts (F) and Issues (I):**

- None

**Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

**Department Recommended Action:**

Update discussion

**Department:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

## City of Hampton - Council Agenda Item

**Subject** [Update and discussion of proposed amendments to the City code of ordinances](#)

Date: [04/04/2019](#)

Budget Information: [N/A](#)

Revenues: [N/A](#)

Expenses: [N/A](#)

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: [N/A](#)

Council Action Requested date: [04/09/2019](#)

### **Purpose**

- ☐ Information Only
- ☐ Recommendation
- ☒ Policy Discussion
- ☐ Status Report
- ☐ Other

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### **Purpose:**

[To update and discuss proposed amendments to the City code of ordinances:](#)  
[See attached documentation for amendments being requested.](#)

### **History:**

- Request was made by the previous Community Development Committee to update the zoning codes regarding the trees requirements and the PD district requirements.
- The City Council has requested modification to the sign ordinance in order to make it more flexible in campaign period
- During the review and enforcement of the city codes, the Community Development Director has come across certain elements of the codes that in his opinion must be adjusted as well, and have added those amendments to the one requested by the City Council and the Community Development Committee

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### **Facts (F) and Issues (I):**

- [None](#)

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### **Options:**

- ☐ [No Option Necessary](#)
- ☐ [Mayor and Council approve](#)
- ☐ [Mayor and Council do not approve](#)
- ☐ [Mayor and Council defined option](#)

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### **Department Recommended Action:**

[Recommendation by the Community Development Committee, City Council and Community Development Director](#)

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Department:

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Director

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Date

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Administrative Comments	Administrative Recommendations
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N/A	N/A
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\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

# **Zoning Codes Amendments Request (changes/addition requested are in red)**

## **INTRODUCTION**

In compliance with Appendix A Sec.12-7(F), the City of Hampton is submitting the following amendments to its zoning codes in order to be reviewed by the Henry County Zoning Advisory Board.

**Request #1:** is to allow developers or builders to be allowed some flexibility when they can prove that those requirements cannot practically be achieved

**Request #2:** is to allow a zoning district that permits a mixed-use development for ONLY residential type of housing (i.e.: having R-2, R-4, R-5, Multi-family, cottage, townhouse, etc.) as opposed to the current mixed-used district which requires at least 25% of total gross floor shall be devoted to non-residential

**Request #3:** is to allows a simple and easy code enforcement during election period regarding signs.

**Request #4, #5 and #6:** is to exclude a division of a lot into only to not be considered a subdivision. Without this change, there can't be any individual lot division as allowed under Sec.3-11, Appendix B.

**Request #7:** is to clarify that porches and stoops are considered part of the building and setback requirements should be applicable to them

**Request #8:** is to refer to the right section.

**Request #9:** is to have the City Code comply with O.C.G.A. §12-6-24

## **AMENDMENTS REQUESTED**

**Request #1:** Appendix A, Sec. 3-17 (E) Landscape Requirements

E. Within the front and side yard setback, a minimum of one tree for every 25 linear feet of public street frontage or major portion thereof shall be required, with no less than 50 percent of said trees being shade trees.

If the required number of trees is not achievable, developer/owner must provide a detailed justification based on setbacks, lot width, minimum required spacing between trees, and minimum required spacing between trees and structures prepared by a certified arborist.

~~This requirement shall not apply where the required setback is less than 15 feet.~~

**Request #2:** Appendix A, Sec. 5-6 PD Planned Development District

A. Purpose. It is the purpose of the Planned Development district to encourage the development of ~~single-family~~ residential land uses within the framework of a master development plan. The PD district is designed to provide flexibility in the application of development standards and site design when approved according to a master development plan in a manner to promote the conservation of natural environment, more efficient use of land, and efficiency in the extension of public streets and utilities.

B. Objectives. To carry out the purpose of this section, a PD district must provide the following, as appropriate:

1. A range in the types of residences including ~~sizes and type of housing, types of ownership~~ and community facilities available.

2. Conservation of natural topographical and geological features with emphasis on:

i. Conservation of existing surface and subsurface water resources;

ii. Preservation of major trees and other significant natural environmental features;



iii. Prevention of soil erosion.

3. An efficient network of public streets and utilities appropriate to serve the residences within the PD district.
4. A master development plan to guide the PD with specific development objectives included in restrictive covenants.

C. Definitions. For the purpose of this section, the following terms shall have the meaning immediately set forth after the term:

1. Master development plan. A written and graphic submission for a planned development which represents a tract of land, proposed subdivision, the location and bulk of buildings and other structures, density of development, public and private streets, parking facilities, common open space, public facilities and all covenants relating to use thereof. ~~The master development plan is submitted in conjunction with a rezoning application for the PD district.~~

2. Open space. Land within or related to a development, not individually owned or dedicated for public use, which is designed and intended for the common ownership and use by the residents of the developments and may include complementary structures and improvements as are necessary and appropriate.

D. Ownership types. ~~The tract of land proposed for PD development shall be in one ownership. Any subsequent change in owners of the properties involved, or in anyone having a legal or equitable interest in the property, shall be reported to the Community Development Department. Failure to provide information on property ownership status shall result in the City Council withdrawing approval.~~

~~These include all types of residential development including, but not limited to, single-family, duplex, apartments, townhouses, rental, such that ownership may be fee simple, lease purchase, leased or rented, and common ownership of open spaces, recreation facilities, public streets and parking areas.~~

E. Maximum density. ~~The maximum allowable density for residential development shall be no more than 3.6 dwelling units per net useable acre. Maximum allowable net density is the total number of dwelling units or housing structures per unit of land based on the net land area.~~

~~F. Preliminary plat. A preliminary plat/plan is a plan showing the detailed design and layout of a subdivision of land, prepared for the purpose of development and which shall include all improvements and shall meet all requirements specified in Appendices A & B of the City zoning codes.~~

~~G. Land use plan. The comprehensive long-range plan containing policies to guide the growth and development of the city, which includes the analysis, recommendations and proposals for the city's population, economy, housing, transportation, community facilities and land use.~~

~~H. Professional consultant. The person who is a registered and or certified engineer, architect or planner who prepared the plan, within the scope of their respective legal responsibilities.~~

~~I. General requirements for a planned development district:~~

~~1. Area. The minimum area required for a PD district shall be ten contiguous acres of land. The planning and zoning commission and the City Council may consider projects with less acreage where the applicant can demonstrate that a smaller parcel will meet the purpose and objectives of the PD district.~~

~~2. Ownership. The tract of land proposed for PD development shall be in one ownership, or if in several ownerships, the application for zoning amendment shall be filed jointly by all of the owners of the properties included in the plan. Any subsequent change in owners of the properties involved, or in anyone having a legal or equitable interest in the property, shall be reported to Community Development Department. Failure to provide information on property ownership status shall result in the Community Development Department and city council withdrawing approval.~~

3. *Location of PD district.* The PD district shall be applicable to areas located on major arterial roads and where public water and sewerage facilities are available and installed.

4. *Permitted uses:* Only residential uses are allowed. Residences may be of a variety of housing types (single-family detached, duplex, cottage, townhouses, and multiple-family residential developments) and ownership types. The PD district must be for a combination of at least two of the following development types: single-family detached, duplex, cottage, townhouses, and multiple-family residential developments.

5. Minimum lot width: 20 ft; Minimum front yard: 10 ft; Minimum side yard: 10 ft; Minimum rear yard: 20 ft; Maximum height: 35 ft

6. Minimum floor area (heated space): 1,400 sqft for single family residence; 1,000 sqft for townhouse and cottage; 2,400 sqft for total dwelling for duplex; and for multi-family residence: 900 sqft for one bedroom unit; 1,200 sqft for two bedroom unit, and 200 sqft for each additional bedroom

7. Off-street parking must be accessed from alleys in situation where driveways length is less than 20 ft

8. Each dwelling unit for a duplex must be separately metered for all utilities

9. Cottage:

a- All units must front a public street or a landscape courtyard of at least 40 feet in width and 3,000 sqft in total area

b- all units must be detached dwelling units and units shall not be vertically mixed.

10. Multifamily residence: no development shall have more than 250 units

11. Public buildings and recreation facilities for use of the residents of the PD is permitted. The restrictions as to the use of these facilities shall be set forth in the covenants and restrictions for the PD development.

*J. Application procedure:*

(1) *Preliminary plat.* Before an application for rezoning to a PD is authorized, the applicant shall submit a preliminary plat for review by the planning and zoning department. The department shall coordinate review of the plan and provide a report to the City Council. The plan shall be submitted to the City Council for review at a scheduled Council meeting. The City Council shall review the plan and provide comments and recommendations within 30 days.

(2) *Rezoning:* Following preliminary concept plan review and approval by the City Council, the developer of the PD project may apply for rezoning pursuant to the requirements of Appendix A, Section 12-7 (Rezoning Requests and Text) of this Zoning Ordinance.

a) *The preliminary plat* which incorporates the comments and modifications made by the City Council in its review of the preliminary plat shall be submitted with the application for rezoning.

b) A written report shall be submitted by the applicant which contains the following information concerning the preliminary plat:

1. General description of the proposal.

2. Detailed legal description.

3. Proposed standards for development, including restrictions on the use of the property, density standards, yard requirements and restrictive covenants.

4. Proposed dedication or reservation of land for public use, including public streets, easements, parks and school sites.
5. Exceptions or variations from the requirements of the zoning ordinance and subdivision ordinance, if any, for that area being requested.
6. Plans for the provision of utilities, including water, sanitary sewer and drainage facilities and appropriate calculations regarding the sizing of drainage areas and pipes.
7. A report from the Henry County Water and Sewerage Authority and/or (as applicable) the city water department indicating the adequacy of sanitary sewer and water services.
8. Plans for the protection of abutting properties.
9. Plans for the maintenance of common open space areas.
10. Tables showing the total number of acres in the proposed development and the percentage designation for each type of proposed land use, including public facilities. Information shall be provided in net acres.
11. Tabulations of the overall net density
12. An explanation of phasing or stages of the PD project.
13. Adequacy and arrangement of vehicular traffic access and circulation including intersections, road widths, channelization structures and traffic controls.
14. Adequacy and arrangement of pedestrian traffic access and circulation including separation of pedestrian from vehicular traffic, and pedestrian convenience.
15. Location, arrangement, appearance and sufficiency of off-street parking and loading.
16. Location, arrangement, size and placement of buildings, lighting and signs.
17. Certification by the applicant that a professional consultant is being utilized in the planning process for the PD project, including preparation of the application.
18. Planned development projects for which 2,000 or more average daily vehicle trips will be generated and/or which at least 20,000 gallons per day of sewage treatment plant capacity will be required to submit with the application an environmental impact report. The report shall follow the format prepared by the planning and zoning department. The report shall objectively discuss positive and negative impacts of the proposed development on land uses; public water and sewerage facilities; traffic patterns, volumes and road improvements; storm drainage facilities, school enrollment; tax base and economic base; natural vegetation; wildlife habitat; and area appearance and aesthetics. The report shall be prepared by a professional consultant.

In reviewing the application for PD preliminary plat, the planning board and City Council shall consider those items listed in Appendix A, Section 12-7(F) concerning zoning map amendments.

The consideration of a PD district approval or disapproval and master development plan shall also include, but not be limited to the following:

- (1) Relation to the land use plan;
- (2) Adequacy and arrangement of vehicular traffic access and circulation including intersections, road widths, channelization structures and traffic controls;

- (3) Adequacy and arrangement of pedestrian traffic access and circulation including separation of pedestrian from vehicular traffic, and pedestrian convenience;
- (4) Location, arrangement, appearance and sufficiency of off-street parking and loading;
- (5) Location, arrangement, size and placement of buildings(s), lighting and signs;
- (6) Arrangement of landscape features and buffer areas;
- (7) Adequacy of public water supply;
- (8) Adequacy of stormwater and sanitary waste disposal facilities; and  
Adequacy of structures, roadways, in areas with moderate to high susceptibility to flooding and ponding and/or erosion.

**Request #3:** Appendix A, Sec. 11-13 (A) Exemptions

A. The following signs are exempt from the permitting requirements of this article; provided, however, that such signs shall be subject to all other provisions of this article:

1. Wall signs one square foot and smaller.
2. Projecting signs five square feet and smaller.
3. Memorial signs or tablets, names of buildings, and dates of erection when cut into any masonry surface or when constructed of bronze or other incombustible materials.
4. Stake signs with an area of 2 square feet or less.
5. Campaign signs during a permit exempt season

Permit exempt season is defined as the period that starts 30 days prior to the first day of the qualifying period preceding a federal, state, county, or City of Hampton election, including primary election, special election and runoff election, and that ends three (3) days after said election.

To be qualified as campaign signs, signs must be stake signs with an area of 4 sqf or less and must be used to express the support for a political position or a qualified election candidate.

Campaign signs under this paragraph may be placed in the Right-of-Way provided that:

- such sign be placed at least 5 ft from the edge of pavement for streets with no curb, or from the outer edge of the curb for streets with curbs, or from the outer edge of the sidewalk for streets with sidewalk
- Where any such sign creates a public safety risk or an imminent danger to public safety, the Code Enforcement Officer immediately may move the sign to the nearest location in the right-of-way where it will not create a public safety risk. He then shall notify the person or entity, if known, that placed the sign of its new location and the reason prompting the move. That person or entity may maintain the sign on the new site, relocate the sign to an alternate safe area or remove the sign entirely.
- The person or entity that places a sign in any right-of-way shall be responsible for its removal immediately after the expiration of the period stated in this subsection. Where that person or entity fails to undertake such action, the City may remove the sign from the right-of-way. The actions authorized under this paragraph are in addition to any other lawful remedies available to the City.

**Request #4:** Appendix A, Article 2 – Definitions

**Subdivision.** The division of a parcel or tract of land into two or more lots for the purpose of creating sites for development, the rearrangement of existing lot lines, or for the purpose of transfer of ownership. A subdivision may include the construction, extension, or relocation of public improvements including public streets, public rights-of-way, public water and sewer facilities, and other improvements for the purpose of creating building sites. ~~The division of a parcel or tract of land into only two lots which does not involve the construction,~~

extension, or relocation of public improvements shall not be considered a subdivision provided that the lot has not be divided or resulted from a lot division in the previous 24 months.

**Request #5:** Appendix B, Article 2, Sec.2.2 Definitions

**Subdivision.** The division of a parcel or tract of land for the purpose of creating sites for development and/or the rearrangement of existing lot lines. A division of parcels or tracts of land shall be considered a subdivision and shall comply with all subdivision regulations if one of the following elements is proposed for the proper development of such lots:

- A. If new streets/public streets are created;
- B. If new utility improvements are required;
- C. If new sanitary sewer or public water are required

~~D. If the division has created two or more lots from the original parcel~~

D. If the division has created two lots from the original parcels AND any of the above is applicable

E. If the division has created three or more lots from the original parcel

**Request #6:** Appendix C, Article 2, Sec.2.2 Definitions

"Subdivision" means the division of a tract or parcel of land resulting in ~~one~~ two or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or new utility improvement or new sanitary sewer or public water or roadway or a change in to an existing street or roadway.

**Request #7:** Appendix A, Article 3, Sec.3.2 D

D. Porches and stoops

- 1. A front porch or stoop is required, except for multifamily buildings with more than 8 units.
- 2. Stoops shall be at least 10 square feet in area.
- 3. Front porches shall be at least 8 feet in depth and extend at least 40% of the width of the front facade.
- 4. Covered porches (whether enclosed or not) and stoops shall be considered as a part of the building and shall not project into the required front, side or rear yard

**Request #8:** Appendix A, Article 7, Sec.7-4(F)

F. Public space requirement. All single-family and multifamily residential developments shall provide the amenities required in Section ~~3-3~~ 3.4. All non-residential developments shall provide public open space subject to the following requirements:

- 1. A minimum of five percent of the total land area not devoted to exclusively residential use shall be devoted to public open space. The required .....

**Request #9:** Appendix A, Article 3, Sec.3-18(G)(5)

5. The City shall not require the following for any timber harvesting operations conducted not in conjunction with development:

- i. A notice of or plan or security for such harvesting or hauling of forest products.

- ii. A permit for such harvesting or hauling of forest products, including without limitation any permit for any new driveway in connection with timber harvesting operations; provided, however, that this paragraph shall not otherwise limit the City to regulate roads or streets under its jurisdiction.
- iii. A fee for notification ~~as provided by subsection (G)(1) above.~~

## City of Hampton - Council Agenda Item

**Subject:** Consideration and Action on adoption of **Ordinance 475** amending Division II, Article VII Peddlers and Solicitors

Date: 4/3/19

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 4/9/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** is to address complaints that solicitors and peddlers have approached residents at obscene hours creating alarm for safety.

**History:**

**Facts (F) and Issues (I):**

- None

**Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

**Department Recommended Action:**

Recommendation by Interim City Manager to **APPROVE**

**Department:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

**LICENSE APPLICATION FOR PEDDLERS  
CITY OF HAMPTON, GEORGIA**

**DATE of Application** \_\_\_\_\_ *(License expires in 7 days)* **Expiration Date** \_\_\_\_\_

**APPLICANT'S NAME** \_\_\_\_\_ **PHONE No.** \_\_\_\_\_

1. Name of applicant \_\_\_\_\_
2. Name of Company/Agency \_\_\_\_\_
3. Name of Licensee \_\_\_\_\_
4. Permanent Address \_\_\_\_\_
5. Name and permanent address of registered agent for service of process. (Must be resident of Henry County and must agree in writing to act as such agent; copy of which must be filed with license application.)  
\_\_\_\_\_
6. Provide proof of general liability insurance including products liability and property damage in the amount of \$100,000.00 for individuals and \$500,000.00 for profit or non-profit organizations. A certificate of insurance and a blanket or specific endorsement shall be delivered to the City Clerk prior to the issuance of a license.  
\_\_\_\_\_
7. Description of the business to be conducted in the City of Hampton.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. The address or subdivision or complex or a description of the area to be canvassed.  
\_\_\_\_\_  
\_\_\_\_\_
9. Vehicle Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_  
Tag # \_\_\_\_\_ Driver's License # \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Notary Public

**License Fee is \$100.00**

**ATTENTION: IF THE PROPERTY IS POSTED "NO SOLICITATION" PLEASE GOVERN YOURSELF ACCORDINGLY**



# CURRENT ORDINANCE

- **ARTICLE VII. - PEDDLERS AND SOLICITORS**
- **DIVISION 1. - GENERALLY**
- **Sec. 22-271. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Peddler** means any person who travels from place to place by any type conveyance, carrying his wares with him, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or any person who without traveling from place to place, sells or offers the same for sale from any type of vehicle or conveyance. A **peddler** generally offers for sale, consummates the sale, and delivers the goods at one and the same time to the ultimate consumer. Any person who solicits orders and, as a separate transaction, makes deliveries to purchasers as part of a scheme or design to evade the provisions of this definition shall be deemed peddling and shall be subject to the provisions of this article.

*Transient selling, transient seller* means any person, either as principal or agent, who engages in a temporary business of selling and delivering goods, wares and merchandise from a fixed location within the city and, who in furtherance of such purpose hires, leases, uses, or occupies any lot, parking lot, street, or other place, whether public or private, within the city, for the exhibition and sale of such goods, wares and merchandise, either privately or at an auction. Any person who engages in transient selling shall not be relieved from complying with the provisions of this article by reason of associating himself with any established local dealer, trader, merchant, or auctioneer, or by conducting transient selling in connection with, as a part of, or in the name of any established local dealer, trader, merchant or auctioneer. If the conduct of any person falls within the definitions of both **peddler** and transient selling as contained herein, he shall be deemed to be transient selling for the purpose of this article.

(Ord. No. 21C, § 3, 2-14-84)

**Cross reference—** Definitions generally, [§ 1-2](#).

- **Sec. 22-272. - Selling on streets prohibited.**

No **peddler** or transient seller shall:

(1) Carry on his business upon any street, alley, sidewalk, park, or any other public place unless his license specifies that peddling or transient selling in such public place or places is permitted thereunder, and in no case shall such provisions be made without approval by the mayor and city council or their authorized representative.

(2) Sell from any established or permanent location upon any street, alley, sidewalk, park or other public place.

(3) Park or stand his wagon, automobile, or other vehicle upon any sidewalk or sidewalk area, or upon any street, alley, highway, or public thoroughfare so as to obstruct the free travel thereon.

(4) The mayor and council may approve an application to use a public place or places.

(Ord. No. 21C, § 9, 2-14-84)

- **Sec. 22-273. - Selling or possession of pornographic or obscene material.**

No **peddler** or transient seller shall sell or have in their possession any pornographic or obscene material as defined under the laws of the state.

(Ord. No. 21C, § 10, 2-14-84)

- **Sec. 22-274. - Refusing to leave.**

Any **peddler** who enters upon premises owned, leased or rented by another and refuses to leave such premises after having been notified by the owner or occupant of such premises, or his agent, to leave the same and not return to such premises, shall be deemed guilty of an offense.

(Ord. No. 21C, § 11, 2-14-84)

- **Sec. 22-275. - Misrepresentation.**

It shall be unlawful for any **peddler** to make false or fraudulent statements concerning the quality of his goods, wares, merchandise or services for the purpose of inducing another to purchase the same.

(Ord. No. 21C, § 12, 2-14-84)

- **Secs. 22-276—22-290. - Reserved.**

- **DIVISION 2. - LICENSE**

- **Sec. 22-291. - Required.**

It is unlawful for any person to peddle, sell or engage in transient selling within the city without first obtaining a license to do so.

(Ord. No. 21C, §§ 2, 4, 2-14-84)

# PROPOSED REVISED ORDINANCE

ADOPTED BY THE GOVERNING BODY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

ORDINANCE NO. **475**

AN ORDINANCE OF THE CITY OF HAMPTON'S MAYOR AND COUNCIL AMENDING CHAPTER 22 BUSINESS REGULATIONS, DIVISION II LICENSE, ARTICLE VII **PEDDLERS AND SOLICITORS**; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Hampton (hereinafter "City") is governed by the Mayor and Council; and

**WHEREAS**, the City allows for peddlers and solicitors to conduct transient selling in the City only after a license is issued in compliance with Article VII, Chapter 22 of the City Code; and

**WHEREAS**, Article VII, Chapter 22 of the City Code provides for how many days a valid permit shall last but does not provide for the hours in which peddler/solicitor business conducted via said license shall occur; and

**WHEREAS**, the City has received complaints that solicitors and peddlers have approached residents at obscene hours creating alarm for safety; and

**WHEREAS**, Article VII, Chapter 22 of the City Code also fails to address background checks, liability insurance, and other necessary requirements to ensure the public safety and general welfare of Hampton citizens; and

**WHEREAS**, it is in the best interest of the City to amend Division II, Article VII, Chapter 22 of the City Code to provide for amendments.

**Section 1. NOW THEREFORE IT IS HEREBY RESOLVED** that Division II, Article VII, Chapter 22 of the City Code be repealed and recreated so that as recreated, Division II, Article VII, Chapter 22 shall read:

## ***DIVISION 2. - LICENSE***

### ***Sec. 22-291. - Required.***

***It is unlawful for any person to peddle, sell or engage in transient selling within the city without first obtaining a license to do so.***

### ***Sec. 22-292. - Application.***

***Applications for a license under this division shall be filed with the city clerk, at least one week prior to the date upon which the applicant desires to begin his business, a sworn application, in writing, on a form to be furnished by the clerk, which shall give the following information: Please note: Each person desiring to peddle, sell, or engage in transient selling in the city is deemed an applicant requiring an application and subject to the provisions of this Chapter.***

- (1) Name, physical description, age, social security number, driver's license number of the applicant.***
- (2) The permanent home address and full local address of the applicant.***
- (3) Proof of liability insurance in the minimum amount of \$100,000, if and individual, and \$500,000 for profit or non-profit organizations, to be effective during the time period for which the permit for transient selling is requested.***

- (4) A signed authorization allowing the City to complete a criminal background check on the applicant.
- (5) A brief description of the nature of the business and goods shown for sale or for future delivery, including manufacturer, producer, and supplier of such goods.
- (6) The length of time for which the privilege to engage in transient selling is desired.
- (7) The exact location in which the applicant intends to do business (if the location is to change during the license period, the applicant must so state on the application); and, if any one or more vehicles are to be used, a description of the same, together with license number and other means of identification for each vehicle.
- (8) The particular manner and means by which he intends to sell his goods or take his orders.
- (9) At the time of filing his application for a permit required by this article, the applicant shall present the driver's license of each person working with him or any other identification that may be requested.

**Sec. 22-293. - Fee.**

*The fee for a license issued under this division shall be as provided in the schedule of fees and charges on file in the office of the city clerk.*

**Sec. 22-294. - Records required.**

*The city clerk shall maintain a record of all licenses issued pursuant to the provisions of this division and all license fees collected.*

**Sec. 22-295. - Personal exclusivity.**

*No more than one individual person shall engage in business or operate under the same transient dealer's license, whether as principal or agent, or as an assistant to any principal or agent. A separate license and fee is required for each person for each person intending to peddle, sell, or engage in transient selling in the city.*

**Sec. 22-296. - Durations.**

*Licenses issued for transient selling under this article shall be issued for a period of consecutive seven days or less and are only valid for those days between the hours of 9am through 7pm. Licenses issued may not be renewed by the applicant until an entire year has passed beginning with the day following the last day of previously issued license. Failure to adhere to the day and time period shall be a basis for revocation of the license.*

**Sec. 22-297. - Revocation—Grounds.**

*A license issued under this division may be revoked by the police chief after notice to the licensee for any of the following causes:*

- (1) *Fraud, misrepresentation, or false statement contained in the application of the license.*
- (2) *Fraud, misrepresentation, or false statement made in the course of carrying on his business as a transient dealer.*
- (3) *Any violation of this article.*

**(4) Conviction of any crime or misdemeanor involving moral turpitude.**

**(5) Conducting business in an unlawful manner or in such a manner as to constitute a breach of the peace, or to constitute a menace to the public health, safety or general welfare of the public.**

***Secs. 22-298—22-315. - Reserved.***

**Section 2.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 3.** This Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Hampton.

**Section 4.** This Ordinance shall take effect immediately upon its adoption. All Ordinances in conflict herewith are expressly repealed. It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Hampton, Georgia, and the sections of this Ordinance may be renumbered, if necessary, to accomplish such intention.

**Section 5.**

- a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause and phrase of this Ordinance is severable from every other, section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.
- c. In the event that any phrase, clause, sentence, paragraph or Section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or Sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and Sections of the Article shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 6.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

**Section 7.** The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

**SO ORDAINED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF HAMPTON, GEORGIA**

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**STEVE HUTCHISON**, Mayor

**ATTEST:**

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**MELISSA BROOKS**, City Clerk

**APPROVED AS TO FORM:**

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**L'ERIN BARNES WIGGINS**, City Attorney

**First Reading:**            **4/9/2019**

Second Reading/

Adoption:                    \_\_\_\_\_

## City of Hampton - Council Agenda Item

**Subject:** Resolution 2019-08 adopting travel policy for City Council

Date: 4/3/19

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 4/9/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** Mayor and Council desires to amend Part XX to remove elected officials thereby creating a separate policy for elected officials; and to create a travel policy for City Council.

History:

Facts (F) and Issues (I):

- None

Options:

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

Department Recommended Action:

City Council's discretion

Department:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

**CITY OF HAMPTON  
STATE OF GEORGIA**

**RESOLUTION NO. 2019-08**

**A RESOLUTION TO AMEND THE PART XX OF THE PERSONNEL POLICIES - TRAVEL POLICY; TO CREATE A NEW POLICY FOR ELECTED OFFICIALS; TO PROVIDE FOR REPEAL OF CONFLICTING RESOLUTIONS; TO PROVIDE AN EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Hampton, Georgia is the Mayor and Council thereof; and

**WHEREAS**, the City employs a workforce that must adhere to the Personnel Policies which provide various policies regarding employment with the City; and

**WHEREAS**, one of the policies (Part XX of the Personnel Policies) governs travel of employees, non-city employees, members of boards, and elected officials for City business; and

**WHEREAS**, the Mayor and Council desires to amend Part XX to remove elected officials thereby creating a separate policy for elected officials; and

**WHEREAS**, the attached Travel Policy (**Exhibit “A”**), existing at Part XX of the Personnel Policy, incorporated by reference, shall be amended to reflect its limitation to only employees, non-city employees and boards and the attached Travel Policy (**Exhibit “B”**) shall be adopted to apply to elected officials so that elected officials has a separate travel policy.

**BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Hampton, Georgia, that Part XX – Travel Policy of the Personnel Policy be amended and that a new travel policy for elected officials be adopted, both of which are attached hereto and incorporated by reference and adopted to be effective immediately.

SO RESOLVED, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF HAMPTON, GEORGIA**

\_\_\_\_\_  
**STEVE HUTCHISON**, Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_



**Exhibit "A"**

**PART XX- TRAVEL POLICY**

**Section 1: Policy Statement**

This policy establishes guidelines regarding travel for official City business and for the payment of expenses that will be incurred while performing such travel.

**Section 2: Administration**

All travel is contingent upon the availability of funds in the proper budget and approval by the appropriate officials. All employees, non-city employees, and boards performing governmental functions for the City of Hampton are subject to the provisions of this policy and the rates set forth herein.

Department Directors and Board Chairs shall be responsible for the implementation of the policy within their department or board, for assuring employees and/or board members comply with the policy, and for ensuring travel expenditures are appropriate and necessary for the conduct of City business. Travel for non-city employees, i.e. appointed officials and the City Manager shall be approved by the City Council. Any information regarding the intent of the policy may be obtained from the City Manager.

Exceptions to the policy may be granted by the City Manager when they are in the best interest of the City and requested in writing by the Department Director or Board Chair. Exceptions for appointed officials and the City Manager shall be approved by the City Council.

**Section 3: General**

1. All travel within a 200-mile radius of City Hall shall be by automobile. For any travel outside of a 200-mile radius, the City Manager or City Council for appointed officials and City Manager shall decide on a case by case basis what mode of transportation is most appropriate.
2. All travel by air shall be in business or economy class. First class air travel may be used only when business or economy class is not available. Class upgrades and itinerary or booking changes that are not required to meet the business needs of the City nor necessary as the result of unusual circumstances such as an emergency, are the traveler's responsibility and must be paid directly by the traveler.

**Section 4: Mileage**

The City Manager or City Council for appointed officials and City Manager must approve all official travel outside of a 50-mile radius of City Hall prior to departure. The Department Director or Board Chair may approve any City business travel within 50 miles of City Hall that does not include overnight stay. The City Manager or City Council has the authority to deny any travel requests for any reason.

1. Travel on City business will be paid per mile at the mileage reimbursement rate that is set by the IRS. Travelers will not be reimbursed mileage in a City vehicle. Non-Management travelers will receive compensation for any travel time.
2. The actual reimbursement is calculated by multiplying the number of City-used miles by the legally authorized mileage rate. Reimbursable travel status begins at actual departure point (home or work) and

will end at the destination point for official City business following shortest reasonable route possible, and then begins at the place of departure from official City business and ends finally at home or work site depending upon time of day or arrival.

#### **Section 5: Meals**

1. Meals associated with travel on legitimate City business are allowable at a reasonable and necessary cost, not to exceed the amount set by the Council. Meals cannot be claimed for payment or reimbursement for local travel related to the conduct of routine duties and responsibilities (e.g. an inspector in the field).
2. Expenses for alcoholic beverages will not be reimbursed.

#### **Section 6: Registration Fees**

All registration fees must be approved in advance by the Department Director, City Manager or City Council. Registration fees may be paid by the City or the traveler, in which case they would be reimbursed by the City if proper approval was received. To receive reimbursement for the registration fee, the traveler must provide proper documentation of the expense by a receipt. If the registration is paid directly by the City, a receipt is not necessary.

#### **Section 7: Lodging**

1. Lodging expenses: Lodging must be approved by the Department Director, City Manager or City Council prior to travel and will be paid for by the City. Expenses for lodging will only be reimbursed when travel is to a destination beyond a 50 mile radius of City Hall. Lodging shall be booked by the traveler based on the most economical means available.
2. County and Municipal Excise Tax not Applicable to Local Government: Section 48- 13-51 (a)(1)(C)(ii) of the Official Code of Georgia Annotated exempts local government officials and employees, who are travelling within Georgia on official business, from paying county or municipal tax on lodging. This tax is not applicable when lodging is paid by the City through direct-bill or City credit card. Travelers are required to submit a copy of the tax-exempt form when they register at the hotel/motel. The City Clerk will provide this form prior to departure.

#### **Section 8: Miscellaneous Expenses**

1. Parking Expenses and Tolls: Travelers will be reimbursed for parking expenses and tolls while on official City business.
2. Rental Cars and other transportation: Auto rental, rail ticket, or taxi/shuttle service expenses incurred as a direct result of travel for City business are reimbursable.

#### **Section 9: Per-Diem Procedures**

Travelers requesting per-diem for travel expenses are required to submit their claim to the City Clerk on an official City travel expense report form with all related information attached. Forms should be turned in to the Clerk two weeks prior to the event. These forms may be obtained from the Clerk when needed. Per-Diem requests should include the following information:

- Itemized expenses for authorized lodging, mileage, transportation, and miscellaneous expenses along with appropriate documentation.
- Explanation of the purpose of the trip; and
- Department Director, City Manager and/or Mayor's signature of approval

Travelers may have guest travelers accompany them while travelling; however, any expense associated with the guest traveler shall be the responsibility of the traveler without any reimbursement by the City.

#### **Section 10: Penalties and Charges from Cancellations**

Penalties and charges resulting from cancellation of travel reservations (including, airline, hotel reservations and/or conference registration) shall be the City's obligation if the travel was approved in advance and the cancellation or change is made at the direction of and for the convenience of the City. If the cancellation or change is made for the personal benefit of the traveler, it shall be the traveler's obligation to pay the penalties and charges. However, in the event of accidents, serious illness or death within the traveler's immediate family or other circumstances beyond the control of the traveler, the City will pay the penalties and charges. If a check has already been issued to the traveler for per-diem prior to cancellation, the traveler will be required to return the check or reimburse the City for the amount of the check.

## **Exhibit “B”**

### **TRAVEL POLICY for ELECTED OFFICIALS**

#### **Section 1: Policy Statement**

Elected officials travel expenses shall be reimbursed or paid for certain necessary expenses incurred while in the performance of and incidental to official duties, job responsibilities or training performed at the Council's request/permission. Such expenses must be official, actual, necessary, and reasonable under the circumstances. All travelers will be expected to use mature judgment, professionalism and prudence in the utilization of City funds. It is the intent of this policy to abide by Georgia state law, as well as promote the efficient/economic use of our resources and create an environment of openness, honesty, and integrity.

#### **Section 2: Procedure**

1. TRAVEL AUTHORIZATION. Each person required to travel in the performance of official duties and entitled to reimbursement for expenses incurred shall have prior authorization from the Mayor & Council. Travel requests are to be considered during the budget process or at least 2 prior council meetings prior to travel. Funding must be in place and verified by Finance Department prior to approval.
2. NOTICE.
  - All travel requests are to be considered during the budget process or at least 2 prior council meetings prior to travel.
  - If available, registration forms, meeting/seminars agendas (including provided meals highlighted) are to be attached to the agenda item.
  - All travel outside the state of Georgia must be approved by the majority of the City Council.
  - Each Council member may take additional classes throughout the year besides annual training in Atlanta and Savannah totaling 24 credit hours in addition to the Robert E. Knox leadership class. After 24 credit hours, the majority of the Council must approve.
3. ADANCE FUNDS. Not authorized unless there is some extenuating circumstance. In most travel, elected officials will have use of their credit card.
4. ALLOWED EXPENSES. Must be budgeted, must adhere to state/federal law, must adhere to the adopted purchasing card policy, and adhere to the explicit/implicit intent of this policy
5. AIR TRAVEL. Limited to business or economy class or convention rate only on scheduled air carriers. Saturday nights are encouraged if the lower airfare will reduce the overall cost of the trip.
6. AUTO. Elected officials receive a car allowance. If the City provides transportation to an elected official (other than travel that requires group travel), the elected official will reimburse the City for the actual cost of travel at the established federal rate.

#### **Section 3: Hotel/Motel Tax Exemption & Sales Tax Exemption.**

Elected officials are exempt from paying hotel/motel tax in Georgia hotels on official business. To avoid paying this tax a "Hotel/Motel Tax Exemption" form and a "Sales Tax Exemption" form shall be completed and provided at check-in by City personnel. Forms may be received from the City Clerk. In some cases, if hotels or motels will not accept tax exempt forms, the city will cover the expense.

#### **Section 4: Hotel/Lodging.**

Receipts are required for hotel/motel expenses. Requests shall always be made for the lower "governmental" rate for all lodging. Concierge levels or suite accommodations are not permitted for City business unless authorized in advance by the Mayor & Council. No extended stay is authorized unless approved by majority of the City Council.

- No overnight stay will be authorized when the training and/or meeting is within a 30-mile radius of the City of Hampton.
- If your class or meeting exceeds 30 miles and starts before 9:30am, the Council member may travel the day prior.
- If your class or meeting exceeds 30 miles and ends after 3:30pm, the Council member may return travel the next day.

#### **Section 5: Meals**

City will pay for meals if they are official, necessary, reasonable, and not included in the registration. City is not establishing a per diem for Elected Officials but the intent is to spend based on the intent of per diem of \$90.00 for meals - while on official business. This is calculated as follows:

- Breakfast - \$18.00 (if required to arrive by 7am)
- Lunch - \$19.00 (allowed daily)
- Dinner - \$34.00 (if must remain after 4:30pm)
- Incidental - \$5.00
- Gratuity – up to 18%

No reimbursements will be given if the meals are included in the registration package. Receipts are required for meals.

If you are in a "resort" area and the above amounts will not cover costs, a review by Mayor and Council will determine if cost is reasonable. Any cost deemed "not reasonable" by majority of the Mayor and Council must be reimbursed immediately.

#### **Section 6: Miscellaneous Expenses.**

Tips should be reasonable, (i.e. maximum of 18% on meals.) Tips (Bellmen) should also be reasonable but only when necessary. Parking tickets are required. Taxi fares, subway fares, toll fees, etc. in conjunction with City business will be paid (with tickets whenever possible).

#### **Section 7: Non-Reimbursable Expenses.**

The following are examples, not intended to be totally inclusive, of items the City is not responsible to make reimbursements for:

- Laundry, cleaning or pressing of clothing
- Shoe shines, barber shop, beauty shop, nails or other hygiene, including massage
- Alcoholic beverages (beer, wine, liquor, champagne, etc.)
- Car care (wash, wax, etc.)
- Movies/videos/video games (in room or outside)
- Golf/bowling/skating or recreation activities
- Entertainment
- Buggy or boat rides or excursions
- Gambling or gaming

- Unrelated City expenses
- Gift shop items, playing cards, etc.
- Toiletry items
- Snacks, sodas, etc.
- Pain relief or any medication
- Souvenirs
- Books, newspapers, magazines or other reading material or personal services
- Air travel (additional) insurance
- Briefcases or other personnel use items
- Vehicle Maintenance (POV)
- Traffic or court costs
- Club membership, dues, costs, etc.
- Unauthorized trips, entertainment gifts or donations

#### **Section 8: Mileage.**

Reimbursement of mileage is allowed for any official travel outside of Henry County. Travel on City business will be paid per mile at the mileage reimbursement rate that is set by the IRS. Travelers will not be reimbursed mileage in a City vehicle. Non-Management travelers will receive compensation for any travel time.

The actual reimbursement is calculated by multiplying the number of City-used miles by the legally authorized mileage rate. Reimbursable travel status begins at actual departure point (home or work) and will end at the destination point for official City business following shortest reasonable route possible, and then begins at the place of departure from official City business and ends finally at home or work site depending upon time of day or arrival.

#### **Section 9: Rental Cars.**

- Rental vehicles are to be used only when necessary. Primarily they are to be used when the cost is less than that of other available transportation (ie taxi, airport shuttle, hotel shuttle).
- Rental car usage must be justified. Size of rental car usage must be consistent with number of passengers. For example, ( 1-2 people - Compact), (3-4 people - Midsized), (5 people or more - Full size or small van).
- Traveler must accept the Collision Damage Waiver Insurance, but reject any other insurance offered by the rental agency.
- Traveler must return the rental car with a full tank of gas to avoid being charged a premium rate if the rental agency refills the tank.
- Car rental contracts and/or express check-in receipts are to be submitted as documentation for reimbursements.

#### **Section 10: Registration Fees.**

- Receipts for registration fees for conferences or seminars are required.
- Whenever possible, advance registration should be used.

## **Section 11: Miscellaneous.**

1. Business meals - Some officials are required to meet with persons of government jurisdictions and professional institutions from which an exchange of information can be obtained that will prove beneficial to the City. When, in the opinion of the official, there has been such an exchange, they may deem it appropriate to pay for the meal as a form of "thank you". Such meal may be reimbursed pursuant to the following stipulations:
  - The requesting party is an elected official.
  - A receipt must be provided.
  - The travel expense statement contains the following information:
    - Restaurant name & location.
    - Name & affiliation of person(s) from whom the meal is purchased.
    - Purpose of discussion (specifics, not just merely "business discussions").
2. Other expenses not previously covered should be entered as "Miscellaneous" and a brief explanation must be given (ie passport photo, travel check, airport porter, bellhop, etc.).
3. Receipts must be included for anything over \$10. All parking receipts are required regardless of the amount.
4. Officials are responsible for any lost or stolen personal property while traveling on City business.

## **Section 12: Settlement of All Travel Expenses. Cancellations.**

- Within seven (7) business days of return, officials must complete a "Travel Expense Voucher" with all supporting receipts attached. These vouchers may be obtained from the City Clerk.
- All officials who make or have made for themselves a travel reservation and fail to cancel in a timely fashion may be required to reimburse the City for all costs incurred by the City due to this failure. Reimbursement of a cancelled reservation will be determined by the majority of the Mayor and Council.
- Travel of spouses or other companions is authorized if there is NO expense to the City.
- All travel policies above applies to all elected officials.
- The Mayor and Council will serve as the monitoring committee and periodical review of elected officials' travel expenses. Any expenses that are determined not be official, actual, and reasonable will be required to be reimbursed to the City.
- O.C.G.A 16-10-20 provides for punishments for making false statements and writings, concealing facts, and presenting fraudulent documents in matters within the jurisdiction of the state or political subdivisions.

## City of Hampton - Council Agenda Item

**Subject:** Approval of proposed fee schedule for use of city facilities and properties

**Date:** 04/02/2019

**Budget Information:** N/A

**Revenues:** N/A

**Expenses:** N/A

**Annual Operating Expense:** \$ **Capital Expense:** \$

**Other:** \$

**Funding Source:** N/A

**Council Action Requested date:** 04/09/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** Set fee schedule of use of city facilities and properties

**History:** Various interests desire to use city properties/facilities to events. City code calls for cost to be associated with use.

### **Facts (F) and Issues (I):**

- None

### **Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

### **Department Recommended Action:**

Recommendation by Interim City Manager to **APPROVE**

**Department:**

*Economic Development*

*[Signature]*  
Director

*04-05-2019*  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date





EST 1872

# City of Hampton

## Economic Development Department Dr. James Louis Bumpus

City Hall  
17 East Main Street South  
PO Box 400  
Hampton, GA 30228

Phone: 770.946.4306  
Fax: 770.946.4356  
www.hamptonga.gov

MAYOR  
STEVE HUTCHISON

MAYOR PRO-TEM  
ERROL MITCHELL

CITY COUNCIL  
STEPHANIE BODIE  
ELTON BROWN  
HENRY BYRD  
ANN TARPLEY  
WILLIE TURNER

**DRAFT ONLY**

Memo

To: Melissa Brooks, Interim City Manager

Re: Proposed Fee Schedule for Use of City Facilities and Properties

Date: April 3, 2019

From: Dr. James Bumpus

### Available Facilities & Properties

1. Catherine S. Williams Community Center @ The Fortson Building and Garden
2. Historic Train Depot
3. Terry F. Jones Depot Park
4. McBrayer Park
5. Old Shop Property

### Proposed Rates for City Owned Facilities & Properties

**No Charge for Official City Sponsored Events/Meetings- Most Be Approved By City Council**

**\$250 Up Front Deposit for use of all facilities and properties**

#### Catherine S. Williams Community Center @ The Fortson Building

- Residents of the City of Hampton/Employees (proper)- \$250 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use-
- Non-Residents of the City of Hampton (unincorporated areas, other municipalities, etc.) - \$350 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use

#### The Gardena and Gazebo at the Catherine S. Williams Community Center @ The Fortson Building

- Residents of the City of Hampton/Employees (proper)- \$250 flat rate 8 hours (garden only)- \$50 per additional hour, maximum 10 hours use-
- Non-Residents of the City of Hampton (unincorporated areas, other municipalities, etc.) - \$350 flat rate 8 hours (Garden only)- \$50 per additional hour, maximum 10 hours use



Our mission is to deliver high quality, responsive and effective municipal services to those who live, work, do business and visit our community.

Catherine S. Williams Community Center @ The Fortson Building Including Garden and Gazebo

- Residents of the City of Hampton/Employees (proper)- \$550 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use-
- Non-Residents of the City of Hampton (unincorporated areas, other municipalities, etc.) - \$650 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use

Historic Train Depot

- Resident of the City of Hampton/Employees (proper) - \$750 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use
- Non-Residents of the City of Hampton (unincorporated areas, other municipalities, etc.) - \$1,000 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use

Terry F. Jones Depot Park

- Resident of the City of Hampton/Employees (proper) - \$375 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use
- Non-Residents of the City of Hampton (unincorporated areas, other municipalities, etc.) - \$500 flat rate 8 hours (space only)- \$50 per additional hour, maximum 10 hours use

McBrayer Park

- Resident of the City of Hampton/Employees (proper) - \$25 flat rate 4 hours (pavilion space only)- \$25 per additional hour, maximum 6 hours use
- Non-Residents of the City of Hampton (unincorporated areas, other municipalities, etc.) - \$50 flat rate 4 hours (pavilion space only)- \$25 per additional hour, maximum 6 hours use

Old Shop Property

- Resident of the City of Hampton/Employees (proper) - \$100 flat rate 8 hours (field/yard space only)- \$50 per additional hour, maximum 10 hours use
- Non-Residents of the City of Hampton (unincorporated areas, other municipalities, etc.) - \$200 flat rate 8 hours (yard space only)- \$50 per additional hour, maximum 10 hours use



Additional Fees:

Hampton Police	\$50 per hour
Event Management/Waste Management (set up/breakdown barricades/pull trash, etc.)	\$200 flat rate -up to 4 hours
Audio	\$50 – use for 1 hour to four hours
Tables/Chairs hours	\$100 – use for up to 100 people for 8
Electrical Power Usage	Market Rate per KWH
Other Services:	
Decorations/Decorating	Cost Based on Event Scope

In- Kind Sponsorship/Services

**Eligible Groups**

- Non-Profit Organizations/Charitable Organizations
- Governmental Organizations
- Civic Organizations

Basic In-Kind Sponsorship/Services

- Use of City Space



## City of Hampton - Council Agenda Item

**Subject:** Approval of Jail House Brewery 5K Run, May 11, 2019

**Date:** 04/02/2019

**Budget Information:** N/A

**Revenues:** N/A

**Expenses:** N/A

**Annual Operating Expense:** \$ **Capital Expense:** \$

**Other:** \$

**Funding Source:** N/A

**Council Action Requested date:** 04/09/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** is to approve charity event. See attached agreement

**History:**

**Facts (F) and Issues (I):**

- None

**Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

**Department Recommended Action:**

Recommendation by Interim City Manager to **APPROVE**

**Department:** Economic Development

  
\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date



# Memorandum of Understanding

Between

City of Hampton

And

Jail House Brewery

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Hampton and the Jail House Brewery to outline services and expectations.

## Background

In recent years the Jail House Brewery has been the host of the Jail House 5K race, a running event through downtown Hampton, Georgia. The 5K run begins and terminates at the Jail House Brewery. The event is co-sponsored by the Revolution Running Company.

The event is good for Hampton in that it promotes health, well-being and gives the attendees a positive awareness of the community. The event is hosted May 11, 2019 from 5:00 pm – 8:00 pm.

## Purpose

This Memorandum Of Understanding will outline the relationship and expectations between the City of Hampton Main Street and the Jail House Brewery to host the 5K run.

## Provided by the City of Hampton

1. The City of Hampton will provide access to the running route and traffic control
2. Barricade and block Cherry Street
3. Access to Electrical Power

## Provided by the Jail House Brewery

1. General event management/containment
2. Liability Insurance
3. Event Application and fee

## Planning

Joint planning by both parties for the events. Planning shall take place no less fifteen (5) days before the event.

## Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Hampton or The Jail House Brewery. This MOU shall become effective upon signature by the authorized officials and will remain in effect until May 12, 2019. The agreement is renewable annually by mutual consent.

**Contact Information**

Melissa Brooks, Interim City Manager  
City Hall, 17 East Main Street South  
Hampton, Georgia 30228  
Ph- 770-946-4306

Glen Golden  
8 Cherry Street  
Hampton, Georgia 30228  
Ph- 256-474-5250

---

Melissa Brooks

---

Glen Golden

---

Date

---

Date

Date Received: \_\_\_\_\_



Received by: \_\_\_\_\_

## CITY OF HAMPTON SPECIAL EVENT REGISTRATION

Please print clearly

For questions, please call: 770-946-4306

The purpose of this registration is for information and coordination of events occurring in the city. In order for everyone to enjoy maximum benefit from your event and to avoid scheduling conflicts, please register your event at least 30 days prior to the event.

Name of Event : Jailhouse SK

Date of Event : 5-11-19 Time of Event : 6:00 pm

Is this a City Sponsored Event? Yes \_\_\_\_\_ No ☒

Expected Attendance : 500 (Please attach a description of your event to this form)

Event Location : Jailhouse Brewing Co.

Sponsoring Organization : Revolution Running

Contact Name & Email Address : John Pollard revolutionrunning@hotmail.com

Address : 403 S. main st. Pine Mt. GA 31822

Phone Number : 464-513-4238 Cell : same Fax : n/a

- Will you be asking to close any streets or sidewalks for the events? Yes \_\_\_\_\_ No ☒
- Will any traffic routing or control devices be used for this event? Yes ☒ No \_\_\_\_\_
- Will there be a parade associated with this event? Yes \_\_\_\_\_ No ☒
  - If yes, please attach a detailed description of the route.
- Does your event/organization carry insurance? Yes ☒ No \_\_\_\_\_
  - Attach a copy of declaration page.

I declare under penalty of perjury that the information provided is true and correct. I also understand that my signature is binding as the official representative of my organization.

Signature of Person Registering Event: \_\_\_\_\_

JP (Initial) : I understand that my organization will be responsible for clean-up.

### FOR OFFICE USE ONLY

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Hampton Mayor

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Hampton Police Department

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Main Street Director/Economic Development

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Public Works

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
City Manager or City Clerk



*City of Hampton*

17 E. Main Street • P.O. Box 400 • Hampton GA 30228 • 770-946-4306

CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

(Applications must be made at least 60 days but not more than 9 months prior to the date of the event)

Permission for events to have alcohol present/sold is granted solely by the Hampton City Council, and is considered on a case by case basis. You will be notified of the date your request will be presented to the Council and you will be required to be present at the council meeting, failure to appear will result in the delay or denial of your application. The decision of the City Council is final.

Non-Profit Organization <input type="checkbox"/>	Government Organization <input type="checkbox"/>	Business <input checked="" type="checkbox"/>	Private <input type="checkbox"/>
Date of Event: <u>5-11-19</u>			
Actual Hours of Event: <u>5pm - 8pm</u>			
Location of Event: <input type="checkbox"/> 20 East Main Street (Train Depot) <input type="checkbox"/> 16 Tom Eason Drive (Old City Shop) <input type="checkbox"/> 14 Old Griffin Road (Old Fortson Library) <input checked="" type="checkbox"/> Cherry Street			
Name of Applicant applying for the Event Permit: <u>John Pollard</u>			
Applicant Phone Number: <u>404-513-4238</u>			
Applicant Email Address: <u>revolutionrunning@hotmail.com</u>			
Name of Organization, Entity, non-Profit, org., government, business, responsible for the permit: <u>Revolution Running Company</u>			



CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

Organization Phone Number;	404-513-4238
Organization Email Address;	revolutionrunning@hotmail.com
Detailed Description of the Event:	
5k race starting & ending @ Jailhouse	
Brewing Co. Beer served after.	
Estimated Number of Participants:	500
Will entertainment be included at the event: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
(If yes, please describe in detail below)	
Band or DJ	
Seller of alcoholic beverages must hold the appropriate City of Hampton license(s) for the activity purposed at the venue: List business name, address and license number exactly as it appears on the license.	
Business Name of Alcoholic Beverage provider: Jailhouse Brewing Co.	
Address: 8 Cherry St. Hampton GA 30228	
Alcohol License Number: _____	
Type of Alcohol to be offered for sale: Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Distilled Spirits <input type="checkbox"/>	
Will organizer provide alcohol free of charge YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Will participants be allowed to bring their own alcohol to the event: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
FEES: The fees for special Alcoholic Beverage Event Permit shall be:	
1. For private parties, organizations, business, and non-profit entities \$150	
2. For governmental organizations associated with the City of Hampton, no charge	

CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

3. The fee shall be paid the time of application. Said fee shall be refunded if the permit is denied by the governing body or withdrawn by the applicant within 30 days before scheduled event.

**SECURITY:** One security officer, who shall be coordinated through the City of Hampton Police Department, shall be required at any special alcoholic beverage event. Based on his/her evaluating of the event, the city manager or chief of police may, at their discretion, waive the security requirement or require additional security. The recipient of the special alcoholic beverage event permit shall be responsible for contacting the city police department to schedule the required security and for payment of same.

**POLICIES:**

- All state and local regulations governing the consumption and distribution of alcoholic beverage must be followed and obeyed.
- No alcoholic beverages shall be left unattended on the premises.
- Cherry Street and / or 16 Tom Eason Drive: All alcoholic beverages must be served in plastic, paper, or aluminum containers. No alcoholic beverages allowed to be served in glass bottles.

**INSURANCE:**

Required for Cherry Street and / or 16 Tom Eason: The event sponsor shall be required to provide proof of liability insurance to the City in an amount equal to a minimum of \$1,000,000, and which shall name the City of Hampton as additional insured thereon. Proof of Liability must be received prior to the issuance of the Special Alcoholic Beverage Event Permit, it is not required to be submitted with the initial application.

**TERMS & CONDITIONS:**

I hereby agree that as a condition to the issuance of an Alcoholic Beverage Event Permit, the business owner/ sponsor of the Event shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with the event. I hereby solely swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for an Alcoholic Beverage Event Permit are true, and no false or fraudulent statement or answer is made herein to procure the granting of such permit.

I hereby state and understand that should a complaint be filed against the owner/sponsor of the Event for violation of any regulation associated with the application for the City of Hampton Alcoholic Event Permit, the permit issued for the event will immediately become void and will not be reissued for the same location.

Applicant: \_\_\_\_\_

Date: 3-12-19

CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

Staff Use Only:			
Date application received:		Date scheduled for council consideration	
Application fee received:	Method of payment Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check: <input type="checkbox"/>	Council decision  Date:	Approved <input type="checkbox"/>   Denied <input type="checkbox"/>
Security Coordinated with Hampton Police Department:	Notes:		
Reviewed Public Works:	Notes:		
Reviewed Main Street:	Notes:		
Verified applicable license	Yes                  No	Insurance Certificate received	Yes                  No
Notes:			

All provisions for the special alcoholic beverage permit have been satisfactorily completed, and therefore the applicant is hereby approved by Daryl Dotschay City Manager.

\_\_\_\_\_, City  
Manager    Date

Permit Issued by: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Date Received: \_\_\_\_\_



Received by: \_\_\_\_\_

\* 8th Annual Race  
Annie Randolph

### CITY OF HAMPTON SPECIAL EVENT REGISTRATION

The purpose of this registration is for information and coordination of events occurring in the city. In order for everyone to enjoy maximum benefit from your event and to avoid scheduling conflicts, please register your event at least 30 days prior to the event. Please print clearly. If there are any questions contact City Hall at 770-946-4306.

Name of Event : Jailhouse 5K

Date of Event : 5-11-19 Time of Event : 4-9 pm

Is this a City Sponsored Event? Yes \_\_\_\_\_ No X (Please include time for setup and cleanup)

Expected Attendance : 300+ (Please attach a description of your event to this form)

Event Location : Cherry St

Sponsoring Organization : Jailhouse Brewing Co

Contact Name & Email Address : Glenn Golden glenn@jailhousebrewing.com

Address : 8 Cherry St Hampton GA 30228

Phone Number : \_\_\_\_\_ Cell : 404-729-7681 Fax : \_\_\_\_\_

- Will you be asking to close any streets or sidewalks for the events? Yes X No \_\_\_\_\_
- Will any traffic routing or control devices be used for this event? Yes X No \_\_\_\_\_
- Will this event need electricity for any reason? Yes \_\_\_\_\_ No X
  - If so, a \$50 non-refundable fee must be paid
- Will there be a parade associated with this event? Yes \_\_\_\_\_ No X
  - If yes, please attach a detailed description of the route.
- Does your event/organization carry insurance? Yes X No \_\_\_\_\_
  - Attach a copy of declaration page.

I declare under penalty of perjury that the information provided is true and correct. I also understand that my signature is binding as the official representative of my organization.

Signature of Person Registering Event: \_\_\_\_\_

AA (Initial) : I understand that my organization will be responsible for clean-up.

#### FOR OFFICE USE ONLY

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Hampton Mayor

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Hampton Police Department

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Public Works

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
City Manager or City Clerk

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Main Street Director/Economic Development

Email for approval: ☐ Approved Email: ☐ Revised : 11/08/2017



*City of Hampton*

17 E. Main Street • P.O. Box 400 • Hampton GA 30228 • 770-946-4306

CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

(Applications must be made at least 60 days but not more than 9 months prior to the date of the event)

Permission for events to have alcohol present/sold is granted solely by the Hampton City Council, and is considered on a case by case basis. You will be notified of the date your request will be presented to the Council and you will be required to be present at the council meeting, failure to appear will result in the delay or denial of your application. The decision of the City Council is final.

Non-Profit Organization <input type="checkbox"/>	Government Organization <input type="checkbox"/>	Business <input checked="" type="checkbox"/>	Private <input type="checkbox"/>
Date of Event: <u>5/11/19</u>			
Actual Hours of Event: <u>4-9 pm</u>			
Location of Event: <input type="checkbox"/> 20 East Main Street (Train Depot) <input type="checkbox"/> 16 Tom Eason Drive (Old City Shop) <input type="checkbox"/> 14 Old Griffin Road (Old Fortson Library) <input checked="" type="checkbox"/> Cherry Street			
Name of Applicant applying for the Event Permit: <u>Jailhouse Brewing Company - Glenn Golden</u>			
Applicant Phone Number: <u>404-729-7681</u>			
Applicant Email Address: <u>glenn@jailhousebrewing.com</u>			
Name of Organization, Entity, non-Profit, org., government, business, responsible for the permit: <u>Jailhouse Brewing Company</u>			

CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

3. The fee shall be paid the time of application. Said fee shall be refunded if the permit is denied by the governing body or withdrawn by the applicant within 30 days before scheduled event.

**SECURITY:** One security officer, who shall be coordinated through the City of Hampton Police Department, shall be required at any special alcoholic beverage event. Based on his/her evaluating of the event, the city manager or chief of police may, at their discretion, waive the security requirement or require additional security. The recipient of the special alcoholic beverage event permit shall be responsible for contacting the city police department to schedule the required security and for payment of same.

**POLICIES:**

- All state and local regulations governing the consumption and distribution of alcoholic beverage must be followed and obeyed.
- No alcoholic beverages shall be left unattended on the premises.
- Cherry Street and / or 16 Tom Eason Drive: All alcoholic beverages must be served in plastic, paper, or aluminum containers. No alcoholic beverages allowed to be served in glass bottles.

**INSURANCE:**

Required for Cherry Street and / or 16 Tom Eason: The event sponsor shall be required to provide proof of liability insurance to the City in an amount equal to a minimum of \$1,000,000, and which shall name the City of Hampton as additional insured thereon. Proof of Liability must be received prior to the issuance of the Special Alcoholic Beverage Event Permit, it is not required to be submitted with the initial application.

**TERMS & CONDITIONS:**

I hereby agree that as a condition to the issuance of an Alcoholic Beverage Event Permit, the business owner/ sponsor of the Event shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with the event. I hereby solely swear, subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application for an Alcoholic Beverage Event Permit are true, and no false or fraudulent statement or answer is made herein to procure the granting of such permit.

I hereby state and understand that should a complaint be filed against the owner/sponsor of the Event for violation of any regulation associated with the application for the City of Hampton Alcoholic Event Permit, the permit issued for the event will immediately become void and will not be reissued for the same location.

Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

4/4/19

## **Revolution Running**

Revolution Running is a running group led by John Pollard, Kevin Randolph and Annie Randolph. For years they have been organizing runs in and around Henry County. Most of their work features a charitable organization that benefits from the proceeds of their events. Please see below for a list of runs they do each year:

Zebra Dash at Noah's Ark

Monastery Trail Races

Huff N Puff Half Marathon at Dauset Trails

Jailhouse 5K

The Widow Maker at Sprewel Bluff Park

The Stinger Track Race

Lady of the Lake in Blairsville

Revolution Running puts on the most unique races on the SouthSide of Atlanta! From road to trails and 5k's to ultramarathons. You won't find a better race experience. Their mission is to partner with local nonprofit organizations and help raise money for their charity.

## City of Hampton - Council Agenda Item

**Subject** Consideration and Action on drafted RFP for the Roof on the Train Depot

Date: 04/04/2019

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 04/09/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

### Purpose:

To get approval of the City Council on the drafted RFP for the repair or replacement for the Train Depot roof  
Copy of the drafted RFP is attached.

### History:

The roof over the Train Depot needs to be repaired or replaced.

### Facts (F) and Issues (I):

- None

### Options:

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

### Department Recommended Action:

Recommendation by the Community Development Director

### Department:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date



**REQUEST FOR PROPOSAL (RFP)**  
**ROOF REPAIR OR REPLACEMENT**  
**FOR AN HISTORIC COMMERCIAL BUILDING IN THE CITY OF**  
**HAMPTON, GA**

Prepared by:

Community Development Department & Economic Development Department

City of Hampton, GA

17 East Main Street, Hampton, GA 30228

March 2019

## **Advertisement for RFP**

### **“REPLACEMENT AND/OR REPAIR OF THE ROOF FOR AN HISTORIC AND COMMERCIAL BUILDING OWNED BY THE CITY OF HAMPTON, LOCATED AT 20 EAST MAIN STREET S., HAMPTON, GA 30228”**

Proposal will be accepted for the:

REPLACEMENT AND/OR REPAIR OF THE ROOF FOR AN HISTORIC AND COMMERCIAL BUILDING OWNED BY THE CITY OF HAMPTON, LOCATED AT 20 EAST MAIN STREET S., HAMPTON, GA 30228. Through this Request for Proposals (RFP), the City of Hampton, GA seeks proposals from qualified individuals or roofing firms/companies to repair or replace the roof on the historic building at 20 East Main Street South, also known as the “Train Depot”. The roof is currently leaking, and the project consist of identifying the best way or best solution to solve the leakages issue and at the same time preserve the historic aspect of the roof. The goal of this project is to resolve the leakage issue of the roof. It will be for the individuals or roofing firms/company to identify the best way or solution to achieve that goal.

Proposal will be received by THE CITY OF HAMPTON, GEORGIA, in the City Clerk’s office at the address of 17 EAST MAIN STREET, S., HAMPTON, GEORGIA until ----- local time, ----- at which time sealed proposals will be open publicly and price will be read aloud. Proposal shall be sealed and marked as “REPLACEMENT AND/OR REPAIR OF THE ROOF FOR THE TRAIN DEPOT”.

An electronic copy of the RFP can be requested by contacting the contact persons listed below. Hard copies of the RFP documents will be provided at the cost \$0.10 per page and can be obtained at 17 East Main Street S, Hampton, GA 30228.

All inquiries and questions about this request for proposals must be submitted in writing by email to Franck Houenou at [fhampton@hamptonga.gov](mailto:fhampton@hamptonga.gov), James Bumpus at [jbumpus@hamptonga.gov](mailto:jbumpus@hamptonga.gov) or [mbrooks@hamptonga.gov](mailto:mbrooks@hamptonga.gov) no later than -----.

Responses to questions, correspondence concerning RFP documents, and Addendums will be sent out to all registered bidders no later than -----.

## **Information for bidders**

- ❖ All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed when submitted.
- ❖ The City of Hampton, GA. may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Hampton, GA. and the BIDDER.
- ❖ BIDDERS must conduct a walk-through of the building in question to ascertain the issues to be resolved and familiarize themselves with the project location and related constraints.
- ❖ The City of Hampton, GA. shall provide to BIDDERS prior to bidding, all information which is pertinent to the project. Information obtained from an officer, agent or employee of the City of Hampton or any person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the awarded contract.
- ❖ Each BID must be accompanied by a BID Bond (only applicable if bid exceeds \$100,000) payable to the City of Hampton, GA for 5% of the total amount of the BID. After the contract is awarded to a BIDDER, the City of Hampton, GA. will return the BOND to all except to the CONTRACTOR. The BID BOND of the CONTRACTOR will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.
- ❖ A performance BOND and a payment BOND (only applicable if bid exceeds \$100,000) each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the City of Hampton, GA, will be required for the faithful performance of the Contract. Attorney-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.
- ❖ A Letter of Credit or Cash Bond will be required for all bids less than \$100,000 (only required if both bids are less than \$100,000 individually). Letter of Credit or Cash Bond will be required in the amount of 20% of the bid amount and must be provided before a Contract or Notice to Proceed is issued by the City.

- ❖ The CONTRACTOR will be required to execute the agreement (see attached) within ten (10) calendar days from the date when the bidder has been notified of being awarded the contract. The City of Hampton, GA. will then have ten (10) days of receipt of the executed agreement to sign the agreement and return to the CONTRACTOR a duplicate copy of the agreement.
- ❖ The City of Hampton, GA within ten (10) days of receipt of Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City of Hampton, GA not execute the Agreement within such period, the CONTRACTOR may by written notice withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City of Hampton, GA.
- ❖ The NOTICE TO PROCEED shall be issued within ten (15) days of the execution of the Agreement by the City of Hampton, GA. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the City of Hampton, GA AND the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (15) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party
- ❖ The City of Hampton, GA. may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. General Contractor responsible for the project shall have experience with projects of similar type. While the price is a significant factor, other criteria will form the basis of our award decision, as more fully described in the Evaluation Factors section of this RFP.
- ❖ A conditional, qualified or obviously unbalanced BID will not be accepted.
- ❖ All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.
- ❖ Proposals will be received at 17 East Main Street S, Hampton, GA 30228 by the City Clerk's office. An electronic copy of the RFP can be requested by contacting the contact persons listed below. Hard copies of the RFP documents will be provided at the cost \$0.10 per page and can be obtained at 17 East Main Street S, Hampton, GA 30228.
- ❖ Contact Persons:

All inquiries and questions about this request for proposals must be submitted in writing by email to Franck Houenou at [fhampton@hamptonga.gov](mailto:fhampton@hamptonga.gov), James Bumpus at [jbumpus@hamptonga.gov](mailto:jbumpus@hamptonga.gov) or [mbrooks@hamptonga.gov](mailto:mbrooks@hamptonga.gov) no later than -----

# **BID**

Proposal of (hereinafter) called "BIDDER"), organized and existing under the laws of the State of Georgia, doing business as \_\_\_\_\_ To CITY OF HAMPTON (hereinafter called "OWNER").

In compliance with your Advertisement for RFP, BIDDER hereby proposes to perform all

WORK for the REPLACEMENT AND/OR REPAIR OF THE ROOF FOR AN HISTORIC AND COMMERCIAL BUILDING OWNED BY THE CITY OF HAMPTON, LOCATED AT 20 EAST MAIN STREET S., HAMPTON, GA 30228, in strict

Accordance with the PROPOSED SOLUTION (if applicable), within the time set forth therein, and at the prices stated below.

By submission of this PROPOSAL, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within ----- consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 150.00 for each consecutive day thereafter as provided in Section 8 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:\_\_\_\_\_

BIDDER acknowledges receipt of the following ADDENDUM:\_\_\_\_\_

BIDDER acknowledges receipt of the following ADDENDUM:\_\_\_\_\_

BIDDER agrees to perform all the work described in the d for the following unit prices or lump sum:

## **Introduction & Background**

Through this Request for Proposals (RFP), the City of Hampton, GA seeks proposals from qualified individuals or roofing firms/companies to repair or replace the roof on the historic building at 20 East Main Street South, also known as the “Train Depot”.

The objective of this RFP is to locate a source that will provide the best overall value to the City of Hampton, GA. While the price is a significant factor, other criteria will form the basis of our award decision, as more fully described in the Evaluation Factors section of this RFP.

## **Submission Guidelines & Requirements**

Each proposal should include the following information:

- 1- Bidders should submit an original and 4 copies of the proposal (only one copy of the bid form is required) to the City of Hampton, GA at 17 East Main Street, Hampton, GA 30228, Attn: James Bumpus, Director of Economic Development Department. Bidders are advised that all submissions (including those not selected for engagement) may be available to the public on request upon completion of the process and award of a contract.
- 2- General information about your firm or company
  - ✓ Brief description of your firm, services provided, location/address of office(s), etc
  - ✓ Name of the principal or owner
  - ✓ Name, telephone number and email address of a representative of the firm or company authorized to discuss your proposal
- 3- Bidders must list the projects they have completed, that are substantially similar to this project as part of their response, **including** detailed list of references (contact name, and phone number for organizations or business) for each. Examples of work should be provided as well
- 4- A technical proposal must be provided. This technical proposal must provide an overview of the proposed or offered solution. Bidders must conduct a walkthrough of the facility in order to provide a solution that suits this particular building/roof, and familiarize themselves with the problems to be solved
- 5- The CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part, schedule and inspection milestones.
- 6- A price proposal must be provided. This price proposal must indicate the overall fixed price for the project as well as a detail list of equipment, quantities of material needed and their respective pricing. Also, it shall include a proposed payment schedule.
- 7- Vendor Application Form
- 8- Bid bond
- 9- Proposal must be signed by a representative that is authorized to commit bidder's company
- 10- In case, bidders have a standard set of terms and conditions, they should submit them with their proposal
- 11- Proposal must be received by 5:00 PM on ----- to be considered. Bids will be publicly opened on -----
- 12- Proposal must remain valid for a period of -----

## **Project Description**

The roof is currently leaking, and the project consist of identifying the best way or best solution to solve the leakages issue and at the same time preserve the historic aspect of the roof.

## **Project Scope**

The goal of this project is to resolve the leakage issue of the roof. It will be for the individuals or roofing firms/company to identify the best way or solution to achieve that goal. The proposed solution will be evaluated based on the evaluation factors.

The CONTRACTOR shall provide and pay all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the City of Hampton

The CONTRACTOR to undertake the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions. To arrange a site visit, please either contact James Bumpus via email at [jbumpus@hamptonga.gov](mailto:jbumpus@hamptonga.gov) or phone at 678-544-2499, or Franck Houenou via email at [fhoudenou@hamptonga.gov](mailto:fhoudenou@hamptonga.gov) or phone at 770-946-8021

### **Evaluation factors**

Each received proposal will be rated based on the following factors:

- Price/cost
- Maintaining the historic aspect of the building
- Timeframe to complete work
- Warranty to be provided on the work performed
- Relevant past performance/experience
- Samples of work and references
- Description of how the work will be performed or conducted, and material to be used.
- Proposed payments schedule

By this RFP, the City of Hampton, GA. has not committed itself to undertake the work set forth. The City of Hampton, GA. reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. The City of Hampton, GA. reserves the right to make those decisions after receipt of responses. The City of Hampton's decision on these matters is final.

## **AGREEMENT**

THIS AGREEMENT, made this day of -----, 20---, by and between the City of Hampton, Georgia, hereinafter called "OWNER" and doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete REPLACEMENT AND/OR REPAIR OF THE ROOF FOR AN HISTORIC AND COMMERCIAL BUILDING OWNED BY THE CITY OF HAMPTON, LOCATED AT 20 EAST MAIN STREET S., HAMPTON, GA 30228, in strict accordance with the CONTRACT DOCUMENTS, within the time.



2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will work continuously to complete the same within ---- calendar days.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

\$\_\_\_\_\_ or as shown in the BID Schedule.

5. The terms "CONTRACT DOCUMENTS" MEANS and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND (Not applicable for bids less than \$100,000 for each street)
- (E) Agreement
- (F) Letter of Credit or Cash Bond (Applicable for bids less than \$100,000 for each street)
- (G) GENERAL CONDITIONS & SUPPLEMENTAL CONDITIONS
- (H) Payment BOND (Not applicable for bids less than \$100,000 for each street)
- (I) Performance BOND (Not applicable for bids less than \$100,000 for each street)
- (J) NOTICE OF AWARD
- (K) NOTICE TO PROCEED
- (L) CHANGE ORDER
- (N) ADDENDA:

No.\_\_\_\_\_, dated \_\_\_\_\_, 2019.

No.\_\_\_\_\_, dated \_\_\_\_\_, 2019.

No.\_\_\_\_\_, dated \_\_\_\_\_, 2019.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. Any dispute which may arise under this agreement shall be resolved under the laws of the State of Georgia and venue shall be proper in Henry County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in Quadruplicate (three) copies shall be deemed an original on the date first above written.

OWNER:

City of Hampton, Georgia

BY: \_\_\_\_\_

NAME: Steve Hutchison

TITLE: Mayor

(SEAL)

ATTEST:

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Please Print)

Address: \_\_\_\_\_

(SEAL)

ATTEST:

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

## **Definitions**

**ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the **CONTRACT DOCUMENTS**, **DRAWINGS** and **SPECIFICATIONS**, by additions, deletions, clarifications, or corrections.

**BID** - The offer or **PROPOSAL** of the **BIDDER** submitted on the prescribed form setting forth the prices for the **WORK** to be performed.

**BIDDER** - Any person, firm, or corporation submitting a **BID** for the **WORK**

**BONDS** - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the **CONTRACTOR** and the **CONTRACTOR'S** surety in accordance with the **CONTRACT DOCUMENTS**

**CHANGE ORDER** - A written order to the **CONTRACTOR** authorizing an addition, deletion, or revision in the **WORK** within the general scope of the **CONTRACT DOCUMENTS**, or authorizing an adjustment in the **CONTRACT PRICE** or **CONTRACT TIME**.

**CONTRACT DOCUMENTS** - The contract, including Advertisement for **BIDS**, Information for **BIDDERS**, **BID**, **BID BOND**, Agreement, Payment **BOND**, Performance **BOND**, **NOTICE OF AWARD**, **NOTICE TO PROCEED**, **CHANGE ORDER**, **DRAWINGS**, **SPECIFICATIONS**, AND **ADDENDA**.

**CONTRACT PRICE** - The total monies payable to the **CONTRACTOR** under the terms and conditions of the **CONTRACT DOCUMENTS**.

**CONTRACT TIME** - The number of calendar days stated in the **CONTRACT DOCUMENTS** for the completion of the **WORK**.

**CONTRACTOR** - The person, firm, or corporation with whom the **OWNER** has executed the Agreement.

**DRAWINGS** - The parts of the **CONTRACT DOCUMENTS** which show the characteristics and scope of the **WORK** to be performed and which have been prepared or approved by the **OWNER**.

**FIELD ORDER** - A written order effecting a change in the **WORK** not involving an adjustment in the **CONTRACT PRICE** or an extension of the **CONTRACT TIME**, issued by the **ENGINEER** to the **CONTRACTOR** during construction.

**NOTICE OF AWARD** - The written notice of the acceptance of the **BID** from the **OWNER** to be the **CONTRACTOR**.

**NOTICE TO PROCEED** - Written communication issued by the **OWNER** to the **CONTRACTOR** authorizing him/her to proceed with the **WORK** and establishing the date for commencement of the **WORK**.

**OWNER** - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

**PROJECT** - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

**RESIDENT PROJECT REPRESENTATIVE** - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

**SHOP DRAWINGS** - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

**SPECIFICATIONS** - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

**SUBCONTRACTOR** - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

**SUBSTANTIAL COMPLETION** - That date certified by the Owner when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

**SUPPLIER** - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

**WORK** - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

**WRITTEN NOTICE** - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

## **GENERAL CONDITIONS**

### **1. Payments**

- A. A single payment will be made to the CONTRACTOR when all aspects of the contract have been completed to the OWNER's satisfaction. The City will consider other reasonable arrangements should they be requested by the vendor. Retainage may apply to each payment.
- B. The CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts

of the WORK will be started, estimated date of completion of each part, schedule and inspection milestones

- C. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

## **2. Drawings and Specifications**

- A. The CONTRACTOR shall provide Shop Drawings as may be necessary for inspection and/or permitting purposes, and for prosecution of the Work. Shop drawings shall bear the CONTRACTOR's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. The OWNER shall promptly review all SHOP DRAWINGS. The OWNER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. Any change to the Shop Drawings that deviates from the requirements of the Contract Documents shall be communicated to the OWNER and may be considered as a Change of Order.
- B. Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the OWNER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER.

## **3. Materials, Services and Facilities**

- A. The CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- B. Materials supplied by the CONTRACTOR and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

- C. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- D. Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the CONTRACTOR or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller.

#### **4. Inspection**

- A. All replacement & Repairs shall be subject to inspection and approval by the OWNER or its representatives. The final inspection shall be conducted by all parties responsible for the job. The CONTRACTOR shall provide prompt written notification to the OWNER when all work is completed. A final project inspection shall be made when all work is completed. Until the final inspection has been made and project accepted by the OWNER or its representatives, the OWNER shall not advance any of the retainage or make the final payment to the CONTRACTOR.
- B. Upon receipt of the CONTRACTOR's notification of the date when the work has been completed, the OWNER or its representatives shall conduct a final Inspection within 14 calendar days.
- C. The inspection team shall meet after completing the final inspection to determine whether the work has been completed in accordance with the construction documents and produce a Punch List Schedule which describes any minor items of incomplete or unsatisfactory work (or seasonal work such as planting of shrubs and lawns) and document if there are any major deficiencies which must be corrected by the CONTRACTOR and additional inspections scheduled prior to contract settlement.
- D. Based on the work to be conducted (whether a repair or a replacement), an inspection schedule shall be agreed upon by the OWNER and CONTRACTOR before commencement of the Work.

#### **5. Permit**

Permits necessary for the execution of work shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the City of Hampton

#### **6. Protection of Work, Property, and Persons**

- A. The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of,

and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- B. The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the Work may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- C. In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the OWNER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
- D. The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## **7. Deviations**



- A. The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER for further instruction from the OWNER.
- B. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the in the amount due under the CONTRACT DOCUMENTS shall be determined by one or more of the following methods in the order of precedence listed below:
  - a. Unit prices previously approved.
  - b. An agreed lump sum.

**8. Time for Completion and Liquidated Damages**

- A. The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- B. The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- C. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- D. The CONTRACTOR shall not be charged with liquidated damages or any excess cost or any payment to the ENGINEER when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER:
  - To any preference, priority or allocation order duly issued by the OWNER

- To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs above

## **9. Correction of Work**

- A. The CONTRACTOR shall promptly remove from the premises all WORK rejected by the OWNER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- B. All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## **10. Suspension of Work, Termination and Delay**

**11.**

- A. The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR. The OWNER shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- B. If the CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or

disregards the authority of the OWNER or its representatives, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER.

- C. Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- D. After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the contract. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- E. If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the OWNER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum pre-approved or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER terminate the contract and recover from the OWNER, payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the contract, if the OWNER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK CHANGE

ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- F. If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER.

## **12. Insurance**

The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER
- The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
  - CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising

out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The City reserves the right to negotiate insurance limits for bids under \$100,000.

- The CONTRACTOR shall acquire and maintain, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
- The CONTRACTOR shall secure, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

### **13. Bond**

The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

### **14. Assignments**

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations there under, without written consent of the other party.

### **15. Indemnification**

- A. The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from an against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- B. In any and all claims against the OWNER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or

type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation acts, disability benefit acts or other employee benefits acts.

**16. Separate Contracts and Subcontracting**

- A. The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK and shall properly connect and coordinate the WORK with theirs.
- B. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the OWNER any defects in such WORK that render it unsuitable for such proper execution and results.
- C. The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTOR'S who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.
- D. If the performance of additional WORK by other CONTRACTOR'S or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 7 and 8.
- E. The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- F. The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

- G. The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.
- H. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- I. Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

#### **17. Land and Right-of-Way**

- A. Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- B. The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way and construction easements acquired.
- C. The CONTRACTOR shall provide at its own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

#### **18. Guarantee**

- A. The CONTRACTOR shall guarantee all materials supplied by the CONTRACTOR and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials supplied by the CONTRACTOR or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects.
- B. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made



necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

## **19. Arbitration by Mutual Agreement**

- A. All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 2, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- B. Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the OWNER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- C. The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

## **SUPPLEMENTAL CONDITIONS**

### **1. CONTRACT CHANGES**

All changes which affect the cost of the construction of the project must be authorized by means of a Contract Change Order. The Contract Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the Bidding Schedule because of final measurements. All changes should be recorded on a contract change order as they occur so they may be included in the partial payment estimate. All contract change orders must be approved by the OWNER.

### **2. EQUAL OPPORTUNITY CLAUSE**

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, marital status, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, age, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this equal opportunity clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, age, marital status, or national origin.

### **3. PROTECTION OF LIVES AND PROPERTY**

A. In order to protect the lives and health of its employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.

B. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

4. No official of the OWNER who is authorized in such capacity and on behalf of the OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract, or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

5. The OWNER may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:

A. Defective work not remedied.

B. Claims filed or reasonable evidence indicating probable filing of claims.

C. Failure of CONTRACTOR to make payments properly to subcontractors or for material or labor.

D. A reasonable doubt that the WORK can be completed for the balance then unpaid.

E. Damage to another contractor.

F. Performance of work in violation of the terms of the CONTRACT DOCUMENTS.

**6.** Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the OWNER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.

**7.** When the above grounds in (5) and (6) are cured, payment shall be made for amounts withheld because of them.

## City of Hampton - Council Agenda Item

**Subject:** Update on Waste Industries Agreement

Date: 4/3/19

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 4/9/2019

### **Purpose**

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** Per the 5-year agreement with Waste industries the service fee increases annually every June 1<sup>st</sup> beginning on June 1, 2016 to reflect the annual adjustment based on Consumer Price Index for all Urban Consumer (CPI-U) Each annual adjustment shall not exceed 3%.

This is for City Council's Consideration and Discussion. Agreement expires June 2020

History:

Facts (F) and Issues (I):

- None

Options:

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

Department Recommended Action:

Discussion

Department:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date



April 1, 2019

Millie Shah, Finance Director  
City of Hampton  
P.O. Box 400  
Hampton, Georgia 30228

RE: Solid Waste Collection – Adjustment to Rates

Dear Ms. Shah,

Thank you for allowing Waste Industries the opportunity to provide solid waste disposal services to your community. We sincerely enjoy our partnership and providing sanitation service to your residents, we value our relationship with the City of Hampton.

As per our agreement, "The Service Fee will be increased annually every June 1<sup>st</sup> beginning on June 1, 2019 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2). Each annual adjustment shall not exceed 3%."

Attached please find a document that states a 3.5% change over the most recent 12 months prior to April 1, 2019. Your new rate has been calculated at 3.0%. The new rate effective June 1, 2019 will be \$9.73 per cart, per month for the initial cart. The new rate effective June 1, 2019 for the additional cart will be \$3.76.

Thank you again for the opportunity to support the solid waste program in your community. We thank you for your business and we look forward to continuing our relationship with the City of Hampton. In the meantime, if you have any questions, or concerns, please do not hesitate to call me.

Best Regards,

Mandy Renova  
Government Contracts Manager  
770-856-4634







3351 Hwy 42 N | Stockbridge, GA 30281



**Change Output Options:**

66

Data extracted on: March 27, 2019 (8:52:10 AM)

## 12-Month Percent Change

Series Id: CUSR0000SENG

Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Download:  [xtremepowermag.com](http://www.xtremepowermag.com)[illegible]





3% increase

**Solid Waste Collection  
Transportation and Disposal Agreement**

This Solid Waste Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this the 3<sup>rd</sup> day of April, 2015, by and between the City of Hampton, Georgia, hereinafter referred to as "CUSTOMER", and Waste Industries Atlanta, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste and recyclable materials of its residents and businesses; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste and recyclable materials from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the City and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period of five years beginning June 1, 2015 and ending May 30, 2016, (the "Initial Term"). The Initial Term will be automatically extended for up to four (4) additional one year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term. This Agreement is subject to the multi-year contractual provisions of O.C.G.A 36-60-13(a).

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste and recyclable materials in the City of Hampton from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 Gallon cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) Residential Curbside Bulk Collection – Subject to Section 3 below, service will be provided on an as needed basis to each resident requesting service. Rates for this service will be paid by the resident directly to CONTRACTOR as described on Exhibit A.

c) Commercial – CONTRACTOR shall provide twice weekly service for businesses requiring cart collection service.

3. Types of Waste; Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential/business roll-out cart.
- b) Bulk items may include waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in CONTRACTOR-provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- c) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change.
- d) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- e) For purposes of this Agreement, "Unacceptable Solid Waste" means:
  - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;
  - (ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including

chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

- f) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Equipment Purchase: CONTRACTOR will purchase 95 gallon carts from the CUSTOMER at the rate described on Exhibit A. In the event that service is terminated for any reason before June 30, 2020 CUSTOMER will refund a prorated amount of the original payment as amortized over the 60 month period. CONTRACTOR will continue ownership of carts. In addition, should the service be terminated in the middle of a renewal term due to breach CUSTOMER may use CONTRACTOR owned containers for up to 90 days until replacement containers can be secured.

6. Reporting: CONTRACTOR will provide to CUSTOMER a quarterly report that represents the total number of tons collected for MSW and Recyclables in the City. Because the MSW and Recyclables collected from CUSTOMER is combined with that collected from other customers the amounts reported will be based on the average amounts collected per home from all locations. Quarterly Service Reports will also be provided that present the type and number of service requests handled each period.

7. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

8. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable

following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

9. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10<sup>th</sup> day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 2,538 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services. During May of each year or shortly thereafter, CONTRACTOR will perform a physical route audit to support the CUSTOMER's efforts to maintain an accurate count.

10. Adjustments:

a) The Service Fee will be increased annually every June 1<sup>st</sup> beginning on June 1, 2016 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2). Each annual adjustment shall not exceed 3%.

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

11. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

12. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the City Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

13. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

14. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

15. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

16. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

17. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

18. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

19. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

Coverage  
Workers Compensation

Minimum Limits of Liability  
Statutory

Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

20. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Atlanta, Georgia, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries Atlanta, LLC  
6905 Roosevelt Highway  
Fairburn, GA 30134  
Attn: General Manager  
Telephone No.: (770) 305-8300

If to CUSTOMER, to:

City of Hampton  
P.O. Box 400  
Hampton, GA 30228-0400  
Attn: City Manager  
Telephone No: 770-946-4306

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the City of Hampton and Waste Industries Atlanta, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Hampton

By: MAYOR  
Name: STEVE E. HUTCHESON  
Title: MAYOR  
Date: April 30, 2015

Waste Industries Atlanta, LLC

By: [Signature]  
Name: RICHARD JOHANSON  
Title: VICE PRESIDENT  
Date: 5/11/15

### Exhibit A

Residential Curbside Trash Collection - The charge for once per week residential curbside trash collection to CUSTOMER from CONTRACTOR shall be **\$8.65 per month per cart**. CONTRACTOR will provide one 95 (ninety-five) gallon cart for each address using the Services. All fees associated with the delivery and removal of carts is included in the monthly fee. CUSTOMER may request additional carts for residents. Additional carts will be billed at the rate of **\$3.45 per month each**.

Residential Curbside Bulk Collection – The charge for on-call curbside bulk collection service will be billed directly to the resident at a rate of \$15.00 per pick up.

Equipment Purchase – CONTRACTOR will purchase from CUSTOMER approximately 2,750 carts at a rate of \$15.00 each. The exact amount will be determined through an inventory conducted by CONTRACTOR to finalize the transaction.

Example:      2,750 carts X \$15.00 = \$41,250.00.

In the event service is cancelled prior to June 30, 2020 CUSTOMER will pay to CONTRACTOR the amount below.

Date of Termination	Prorated Refund
June 30, 2016	\$33,000
June 30, 2017	\$24,750
June 30, 2018	\$16,500
June 30, 2019	\$8,250



## City of Hampton - Council Agenda Item

**Subject:** Approval of partnership with City of Hampton Main Street and City of Hampton Veterans Memorial Marker Volunteers

Date: 04/02/2019

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 04/09/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** is to approve a Memorandum of Understanding between the City of Hampton and The City of Hampton Main Street Veterans Memorial Marker Volunteers. See attached agreement

**History:**

**Facts (F) and Issues (I):**

- None

**Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

**Department Recommended Action:**

Recommendation by Interim City Manager to APPROVE

**Department:**

*Economic Development*

*[Signature]*  
Director

*04-05-2019*  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date



# Memorandum of Understanding

Between

City of Hampton Main Street

And

City of Hampton Main Street Veterans Memorial Marker Volunteers

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Hampton Main Street and the City of Hampton Main Street Veterans Memorial Marker Volunteers to outline services and expectations.

## Background

The City of Hampton honors, values and acknowledges the service and sacrifice of deceased veterans and of those armed service members who made the ultimate sacrifice to our nation through the loss their lives in combat. Special honor and acknowledgement to those armed service members having connection to the City of Hampton has been made by the display of cross markers in Downtown Hampton, Georgia during the months of May and November, coinciding with Memorial Day and Veterans Day. In addition to honoring our deceased armed service members, the display of the cross markers is a local tourist attraction and brings people from around the country to visit the city.

This work has in recent years been carried about by a group of local volunteers, local veteran organizations and local youth groups.

The City of Hampton is benefited by the goodwill, added aesthetic attractiveness and enhanced positive image of the display of the memorial markers. The event is in keeping with the city's values of respect, honor and pride.

Therefore, the City of Hampton Main Street and the City of Hampton Main Street Veterans Memorial Marker Volunteers agree to partner for the purpose of continuing this rich tradition in the City of Hampton, Georgia.

## Purpose

This Memoranda Of Understanding will outline the relationship and expectations between the City of Hampton Main Street and the City of Hampton Main Street Veterans Memorial Marker Volunteers with a goal of preserving, maintaining, displaying, retrieving, storing and accounting for cross memorial markers.

## Provided by the City of Hampton

1. The City of Hampton will provide space to house the cross-memorial markers when not on display in the old city fire station and will provide full access to the markers at any time to the memorial marker volunteers
2. The City of Hampton will make Veteran Memorial Marker Request Forms available to the general public
3. The City of Hampton will forward to the Veterans Memorial Marker Volunteer Coordinator forms for requests for cross-memorial markers

**Provided by the City of Hampton Main Street Veterans Memorial Marker Volunteers**

1. The Main Street Veterans Memorial Marker Volunteers will recruit, manage and dispatch volunteers to display cross memorial during the Memorial Day and Veteran Day Seasons
2. The Main Street Veterans Memorial Volunteers will keep orderly and maintain cross memorial markers in space provided by the city in the old city fire station
3. The Main Street Veterans Memorial Volunteers will make/construct cross memorial markers
4. The Main Street Veterans Memorial Volunteers will maintain and keep up to date a cross memorial marker registry and make a copy of the updated registry bi-annually to the Main Street Coordinator
5. The Main Street Veterans Memorial Volunteers will notify the Main Street Coordinator, the Director of Economic Development or the City Clerk when accessing old the fire station

**Planning**

Joint planning by both parties for each of the events. Planning shall take place no less than thirty (30) days before cross memorial mark display.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Hampton or The Main Street Veterans Memorial Volunteers. This MOU shall become effective upon signature by the authorized officials and will remain in effect until December 31, 2019. The agreement is renewable annually by mutual consent.

**Contact Information**

Melissa Brooks, Interim City Manager  
City Hall, 17 East Main Street South  
Hampton, Georgia 30228  
Ph- 770-946-4306

Charlie Hearn, Volunteer Coordinator  
P. O. Box 463  
Hampton, Georgia 30228  
Ph- 404-867-9618

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Melissa Brooks

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Charlie Hearn

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Date

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Date

## City of Hampton - Council Agenda Item

**Subject:** Approval of partnership with City of Hampton Main Street and City of Hampton Day Committee

Date: 04/02/2019

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 04/09/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** is to approve a Memorandum of Understanding between the City of Hampton and the City of Hampton Day Committee. See attached agreement

**History:**

**Facts (F) and Issues (I):**

- None

**Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

**Department Recommended Action:**

Recommendation by Interim City Manager to **APPROVE**

**Department:**

*Economic Development*

\_\_\_\_\_  
Director

*04-05-2019*  
\_\_\_\_\_  
Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date



# Memorandum of Understanding

Between

City of Hampton Main Street

And

City of Hampton Day Committee

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Hampton Main Street and the City of Hampton Day Committee to outline services and expectations.

## Background

The City of Hampton honors the lineage and heritage of all local citizens. The city seeks to honor those of the past, celebrate the those of the present and pass on a better community to on coming generations.

The Hampton Day Community Celebration is for all people, kindred and tribes who are a part of the local demographic area regardless of race, creed, color, national origin, religion, or orientation.

The Hampton Day Celebration is hosted in the month May. The event sponsors invite all local residents and those who have history and heritage in Hampton to come out for a day of family activities, reunited friendship and fun.

The City of Hampton is benefited by this event through the promotion of goodwill, the sense of united community, celebration of tradition, enhanced positive image by those enjoying the Downtown atmosphere and a general sense of added pride. The event is in keeping with the city's values of respect, honor and pride.

Therefore, the City of Hampton Main Street and the City of Hampton Day Committee agree to partner for the purpose of continuing this rich tradition in the City of Hampton, Georgia by jointly hosting Hampton Day.

The event will take place on Sunday, May 26, 2019 from 7:00 AM – 10:00 PM

## Purpose

This Memorandum Of Understanding will outline the relationship and expectations between the City of Hampton Main Street and the City of Hampton Day Committee to host a celebration of heritage event in downtown.

## Provided by the City of Hampton

1. The City of Hampton will provide outdoor space in the field of the Old City Shop Property, 16 Tom Eason Drive to host the event
2. Public Works Services (waste management, setup and breakdown of barriers around the perimeter of the field)
3. City Police Officer
4. Access to Electrical Power

**Provided by the City of Hampton Day Committee**

1. Space for Main Street Coordinator to set up tent and materials
2. City of Hampton Main Street's inclusion in advertisement/promotional materials for event
3. Liability Insurance (make copy of insurance certificate available to city clerk)
4. Port-a-Potties
5. General event management/containment

**Planning**

Joint planning by both parties for each of the events. Planning shall take place no less fifteen (15) days before the event.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Hampton or The City of Hampton Day Committee. This MOU shall become effective upon signature by the authorized officials and will remain in effect until December 31, 2019. The agreement is renewable annually by mutual consent.

**Contact Information**

Melissa Brooks, Interim City Manager  
City Hall, 17 East Main Street South  
Hampton, Georgia 30228  
Ph- 770-946-4306

Chiquita Hudson, Hampton Day Chairlady  
38 Elm Street  
Hampton, Georgia 30228  
Ph- 404-819-3897

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Melissa Brooks

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Chiquita Hudson

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Date

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Date

Date Received: \_\_\_\_\_



Received by: \_\_\_\_\_

### CITY OF HAMPTON SPECIAL EVENT REGISTRATION

*Please print clearly*

*For questions, please call: 770-946-4306*

*The purpose of this registration is for information and coordination of events occurring in the city. In order for everyone to enjoy maximum benefit from your event and to avoid scheduling conflicts, please register your event at least 30 days prior to the event.*

Name of Event : Hampton Day

Date of Event : May 26, 2019 Time of Event : 7am to 10p.m.

Is this a City Sponsored Event? Yes \_\_\_\_\_ No ☒ (Please include time for setup and cleanup)

Expected Attendance : 500 (Please attach a description of your event to this form)

Event Location : 116 Tom Eason drive

Sponsoring Organization : \_\_\_\_\_

Contact Name & Email Address : Chiquita Hudson quintessa.hudson@gmail

Address: 38 Elm Street Hampton

Phone Number : \_\_\_\_\_ Cell : 41819-3897 Fax : \_\_\_\_\_

- Will you be asking to close any streets or sidewalks for the events? Yes \_\_\_\_\_ No ☒
- Will any traffic routing or control devices be used for this event? Yes \_\_\_\_\_ No ☒
- Will there be a parade associated with this event? Yes \_\_\_\_\_ No ☒
  - If yes, please attach a detailed description of the route.
- Does your event/organization carry insurance? Yes ☒ No \_\_\_\_\_
  - Attach a copy of declaration page.

I declare under penalty of perjury that the information provided is true and correct. I also understand that my signature is binding as the official representative of my organization.

Signature of Person Registering Event: Chiquita Hudson

CH (Initial) : I understand that my organization will be responsible for clean-up.

#### FOR OFFICE USE ONLY

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Hampton Mayor

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Hampton Police Department

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Public Works

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
City Manager or City Clerk

Reviewed & Recorded: \_\_\_\_\_ Date : \_\_\_\_\_  
Main Street Director/Economic Development

Revised : 05/04/2017



*City of Hampton*

17 E. Main Street • P.O. Box 400 • Hampton GA 30228 • 770-946-4306

**CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION**

**(Applications must be made at least 60 days but not more than 9 months prior to the date of the event)**

Permission for events to have alcohol present/sold is granted solely by the Hampton City Council, and is considered on a case by case basis. You will be notified of the date your request will be presented to the Council and you will be required to be present at the council meeting, failure to appear will result in the delay or denial of your application. The decision of the City Council is final.

Non-Profit Organization	Government Organization	Business	Private
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Event: <u>5-26-19</u>			
Actual Hours of Event: <u>7am to 10pm</u>			
Location of Event:			
<input type="checkbox"/> 20 East Main Street (Train Depot)			
<input checked="" type="checkbox"/> 16 Tom Eason Drive (Old City Shop)			
<input type="checkbox"/> 14 Old Griffin Road (Old Fortson Library)			
<input type="checkbox"/> Cherry Street			
Name of Applicant applying for the Event Permit: <u>Chiquita Hudson</u>			
Applicant Phone Number: <u>43819-3897</u>			
Applicant Email Address: <u>quintessa.hudson@gmail.com</u>			
Name of Organization, Entity, non-Profit, org., government, business, responsible for the permit: <u>Chiquita Hudson</u>			



CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

3. The fee shall be paid the time of application. Said fee shall be refunded if the permit is denied by the governing body or withdrawn by the applicant within 30 days before scheduled event.

SECURITY: One security officer, who shall be coordinated through the City of Hampton Police

CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION

Organization Phone Number;
Organization Email Address;
Detailed Description of the Event:
This is a free for all event.
It a bring your own alcohol food will be
provided.
Estimated Number of Participants: 500
Will entertainment be included at the event: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (If yes, please describe in detail below)
there will be a DJ and a live band
Seller of alcoholic beverages must hold the appropriate City of Hampton license(s) for the activity purposed at the venue: List business name, address and license number exactly as it appears on the license.
Business Name of Alcoholic Beverage provider: N/A
Address: N/A
Alcohol License Number: N/A
Type of Alcohol to be offered for sale: Beer <input type="checkbox"/> Wine <input type="checkbox"/> Distilled Spirits <input type="checkbox"/>
Will organizer provide alcohol free of charge YES <input type="checkbox"/> NO <input type="checkbox"/>
Will participants be allowed to bring their own alcohol to the event: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
FEES: The fees for special Alcoholic Beverage Event Permit shall be:
1. For private parties, organizations, business, and non-profit entities \$150
2. For governmental organizations associated with the City of Hampton, no charge

**CITY OF HAMPTON  
SPECIAL ALCOHOLIC BEVERAGE EVENT APPLICATION**

<b>Staff Use Only:</b>			
Date application received:		Date scheduled for council consideration	
Application fee received:	<b>Method of payment</b>  Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Check: <input type="checkbox"/>	<b>Council decision</b>  Date:	Approved <input type="checkbox"/>   Denied <input type="checkbox"/>
Security Coordinated with Hampton Police Department:	Notes:		

Permit Issued by:

Permit number:

Date Issued:

## City of Hampton - Council Agenda Item

**Subject:** Approval Taste of Hampton Music & Jazz Festival MOU Main Street and Vic Morton

Date: 04/02/2019

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 04/09/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** is to approve Main Street Partnership with Vic Morton, Promoter. See attached agreement

**History:**

**Facts (F) and Issues (I):**

- None

**Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

**Department Recommended Action:**

Recommendation by Interim City Manager to **APPROVE**

**Department:** Economic Development

  
Director

Date

Administrative Comments	Administrative Recommendations
N/A	N/A

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date



# Memorandum of Understanding

Between

City of Hampton Main Street

And

Vic Morton

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Hampton and Vic Morton, Music and Jazz Festival Promoter to outline services and expectations.

## Background

Spring 2018, the City of Hampton Main Street hosted with success, the first Night at the Depot, featuring the Atlanta Jazz Players. This year Main Street has expanded on the event to host A Taste of Hampton Music and Jazz Festival on May 4, 2019 from 12:00 PM – 10:00 PM. The music and jazz festival feature will live performances at various venues throughout the city: the Train Depot, the Jail House Brewery and McBrayer Park.

The event is a part of statewide celebrations for small business week Georgia. The focus of the event is a Taste of Hampton, highlighting the signature shops and restaurants and local businesses. The festival is open to all citizens representing the demographics of the area free of charge.

This event is good for the City of Hampton in that people from throughout the region are made aware of opportunity to shop, eat, recreate, live and start a business. It promotes a positive image of the city. In addition, small business owners benefit from the additional foot traffic created by attendees of the festival and the event fosters goodwill, community, and celebrates a rich American music tradition, culture and art.

Therefore, the City of Hampton Main Street and Vic Morton agree to partner for the purposes of presenting the Taste of Hampton Music and Jazz Festival.

## Purpose

This Memorandum Of Understanding will outline the relationship and expectations between the City of Hampton Main Street and Mr. Vic Morton, Music and Jazz Festival Promoter.

## Provided by the City of Hampton

1. The City of Hampton will provide venues
2. Public Works Management
3. City Police
4. Access to Electrical Power

## Provided by Mr. Viv Morton

1. Music Artists for the four venues

## Planning

Joint planning by both parties for each of the events. Planning shall take place no less fifteen (20) days before the event.

**Duration**

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Hampton or Mr. Vic Morton. This MOU shall become effective upon signature by the authorized officials and will remain in effect until May 5, 2019. The agreement is renewable annually by mutual consent.

**Contact Information**

Melissa Brooks, Interim City Manager  
City Hall, 17 East Main Street South  
Hampton, Georgia 30228  
Ph- 770-946-4306

Vic Morton  
312 Jenny Ann Court  
Hampton, Georgia 30228  
Ph-678-226-3081

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Melissa Brooks

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Vic Morton

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Date

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Date

## City of Hampton - Council Agenda Item

**Subject:** Approval MOU between the City of Hampton and the Hispanic Mothers Group at First Baptist Hampton

Date: 04/02/2019

Budget Information: N/A

Revenues: N/A

Expenses: N/A

Annual Operating Expense: \$ Capital Expense: \$

Other: \$

Funding Source: N/A

Council Action Requested date: 04/09/2019

### Purpose

- ☐ Information Only
- ☒ Recommendation
- ☐ Policy Discussion
- ☐ Status Report
- ☐ Other

**Purpose:** is to approve using 1 pavilion at McBrayer Park for a celebration of motherhood. See attached.

**History:**

**Facts (F) and Issues (I):**

- None

**Options:**

- ☐ No Option Necessary
- ☐ Mayor and Council approve
- ☐ Mayor and Council do not approve
- ☐ Mayor and Council defined option

**Department Recommended Action:**

Recommendation by Interim City Manager to **APPROVE**

**Department:** Economic Development

  
Director

Date

Administrative Comments	Administrative Recommendations
N/A	N/A

Manager

Date



# Memorandum of Understanding

Between

City of Hampton

And

The Hispanic Mothers Group, First Baptist Hampton

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Hampton and the Hispanic Mothers Group, First Baptist Hampton to outline services and expectations.

## Background

The First Baptist Church of Hampton, Hispanic Fellowship in recent years has hosted various celebrations in McBrayer Park. The group's event this year focuses on honoring motherhood. The event takes place on Saturday, May 25<sup>th</sup> in McBrayer Park with anticipated attendance of not more than eighty (80) people.

This event is good for Hampton in that it promotes goodwill, brings people of different cultures together, brings greater awareness to the city, fosters community and is in keeping with the community's value of honor.

## Purpose

This Memorandum Of Understanding will outline the relationship and expectations between the City of Hampton and the Hispanic Mothers Group of First Baptist Church, Hampton.

## Provided by the City of Hampton

1. The City of Hampton will provide 1 pavilion at McBrayer Park
2. Public Works Management (trash pick-up)

## Provided by the Hispanic Mothers Group of First Baptist Church, Hampton

1. Event management and containment

## Planning

Joint planning by both parties for each of the events. Planning shall take place no less fifteen (10) days before the event.

## Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Hampton or the Hispanic Mothers Group of First Baptist Church, Hampton. This MOU shall become effective upon signature by the authorized officials and will remain in effect until May 26, 2019. The agreement is renewable annually by mutual consent.

**Contact Information**

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Hampton, Georgia 30228  
Ph-770-896-4048

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Melissa Brooks

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Hilda Loyola

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Date

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Date